

**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

SprintCom, Inc.,	)	
WirelessCo, L.P.,	)	
NPCR, Inc. d/b/a Nextel Partners, and,	)	
Nextel West Corp.	)	
	)	
Petition for Arbitration, Pursuant to Section	)	Docket No. 12-0550
252(b) of the Telecommunications Act of	)	
1996, to Establish an Interconnection	)	
Agreement With Illinois Bell Telephone	)	
Company d/b/a AT&T Illinois	)	
	/	

**ERRATA TO**  
**SPRINTCOM, INC., WIRELESSCO, L.P. THROUGH THEIR AGENT SPRINT**  
**SPECTRUM L.P., NPCR, INC. D/B/A NEXTEL PARTNERS AND NEXTEL WEST**  
**CORP.'S DECISION POINTS LIST**

SprintCom, Inc., WirelessCo, L.P. through their agent Sprint Spectrum L.P., NPCR, Inc. d/b/a Nextel Partners and Nextel West Corp. (collectively, “Sprint”), hereby files an Errata to its Decision Points List (“DPL”), initially filed as Exhibit 3 to its October 3, 2012 Petition for Arbitration in the above-captioned proceeding.

While a complete, and corrected, DPL has been filed with this Errata, the DPL contains the following corrections and also notes those issues that have been resolved through negotiation with Illinois Bell Telephone Company d/b/a AT&T Illinois:

Issue 9. – Resolved

Issue 12 – Resolved

Issue 14. – Noted AT&T’s language change for Attachment 2, Section 2.1

Issue 31. – Noted language was accepted in Attachment 2, Sections 2.119 and 2.120 and removed these sections from the DPL.

Issue 35. – Added Sprint's Position which was inadvertently left off the initial DPL filed with the Petition for Arbitration.

Issues 63 through 68 – The number was inadvertently left off of Issue 63 in the initial DPL. This resulted in Issues 64 through 68 being incorrectly numbered in the DPL. The numbering has been corrected and now matches the numbering in the Petition for Arbitration, which was numbered correctly.

Issue 63. – Resolved

Issue 66. – Resolved

General – Corrected the heading for VII G. Pricing Issues

Respectfully Submitted,

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**DECISION POINT LIST**  
**Sprint and AT&T ILLINOIS**

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
<b>I. PURPOSE AND SCOPE OF THE AGREEMENT</b>						
<b>1.A Parties Rights and Obligations under the Agreement</b>						
1.	(1) Should this Agreement preclude the exchange of Information Services traffic; or, require that traffic be exchanged in TDM format?	GT&C's Sections 3.11.2, 3.11.2.1, 3.11.2.2	<p>3.11.2 This Agreement may be used by either Party to exchange Telecommunications Service <b>or Information Service.</b></p> <p>3.11.2.1 <b><i>Sprint proposes no language; AT&amp;T language is too restrictive.</i></b></p> <p>3.11.2.2 <b><i>Notwithstanding the foregoing, when the Parties utilize IP Interconnection, this Agreement may be used to exchange traffic in IP format.</i></b></p>	<p>3.11.2 This Agreement may be used by either Party to exchange Telecommunications Service.</p> <p>3.11.2.1 <b><u>This Agreement applies only to (1) traffic that originates on AT&amp;T ILLINOIS' network or is transited through AT&amp;T ILLINOIS' network and is delivered in Time Division Multiplexing ("TDM") format to Sprint's wireless network for wireless termination by Sprint; and (2) traffic that originates through wireless transmitting and receiving facilities and that Sprint delivers in TDM format to AT&amp;T ILLINOIS for termination by AT&amp;T ILLINOIS or for transit to another network.</u></b></p>	The Agreement should allow the exchange of Information Services traffic, and not be limited to the exchange of traffic in TDM format. Sprint's language accurately reflects the law, whereas AT&T language creates ambiguity regarding the ability to exchange either 1) "Information Service" traffic, and 2) IP-to-IP based traffic that does not involve a net protocol conversation. Federal law authorizes Interconnected carriers to exchange Information Services with an ILEC. 47C.F.R. 51.100(b); and, there is no requirement that traffic must be exchanged in TDM format. Although the FCC's December, 2011 CAF Order addressed what compensation applies to" VOIP-PSTN" traffic exchanged over TDM-based interconnection facilities (CAF @ paragraph 940) , it did not impose any requirement that Parties can only interconnect and exchange traffic in TDM format. To the contrary, it reiterated that the duty to negotiate interconnection arrangements (including "IP-to-IP"), applies	Sprint's understanding is that AT&T contends that a State commission cannot require an ILEC to establish and exchange traffic via IP-Interconnection.

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					irrespective of the “network technology underlying the interconnection, whether TDM, IP or otherwise.” CAF @ paragraph 1011	
2.	(2) Can Sprint use the Agreement to exchange its third-party wholesale-customer PSTN traffic when such third party wholesale customer has obtained its own NPA-NXXs?	GT&Cs Section 3.11.4  Attachment 2 Sections 3.1.1, 3.1.2, 3.1.3	3.11.4 This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers that use numbering resources acquired by Sprint from NANPA or the Number Pooling Administrator ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T ILLINOIS network or (ii) is transited by the AT&T ILLINOIS network to a Third Party, and (b) as AT&T ILLINOIS traffic when it originates upon AT&T ILLINOIS' network and is delivered to Sprint's network for termination. <b>Although not</b>	3.11.4 This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers that use numbering resources acquired by Sprint from NANPA or the Number Pooling Administrator ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T ILLINOIS network or (ii) is transited by the AT&T ILLINOIS network to a Third Party, and (b) as AT&T ILLINOIS traffic when it originates upon AT&T ILLINOIS's network and is delivered to Sprint's network for termination.	Yes. Federal law does not restrict Sprint from offering wholesale Interconnection services; or offering a range of such services that may, or may not, include obtaining NPA-NXXs from NANPA or the Number Pool Administrator for use by their wholesale Interconnection carrier customer. Sprint is committing to identifying if this situation arises so that all parties can identify any third-party NPA-NXXs for which Sprint will be liable for compensation purposes.	

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			<p><i>anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&amp;T ILLINOIS in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i></p> <p>Attachment 2 3.1.1 <i>Sprint's opposing language in GTC Section 3.11.4 above and Attachment 2 Section 3.1.3 below addresses wholesale arrangements.</i></p> <p>3.1.2 <i>Sprint's opposing language in Sections 3.11.4 above and 3.1.3 below addresses wholesale</i></p>	<p>Attachment 2 3.1.1 <u>Nothing in this Agreement shall be construed as authorizing Sprint to use the Facilities to deliver land-to-mobile traffic that it receives from AT&amp;T ILLINOIS to a facilities-based Competitive Local Exchange Carrier ("CLEC"), or an Incumbent Local Exchange Carrier ("ILEC"), or an Out-of-Exchange Local Exchange Carrier ("OELEC") or another CMRS provider other than Sprint (i.e., the final destination of land-to-mobile traffic delivered from AT&amp;T ILLINOIS is Sprint's End Users) and Sprint may not forward any such traffic to any Third-Party.</u></p> <p>3.1.2 <u>Nothing in this Agreement shall be construed as authorizing Sprint to use the Facilities to</u></p>		

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			<p><b><i>arrangements.</i></b></p> <p>3.1.3 <b><i>Nothing in this Agreement shall be construed to prohibit Sprint from using the Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.</i></b></p>	<p><b><u>aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&amp;T ILLINOIS (i.e., mobile-to-land traffic delivered from Sprint to AT&amp;T ILLINOIS must be from Sprint's End Users and may not be from any other Third Party). For the avoidance of doubt, traffic from another Telecommunication Carrier's End Users does not constitute Authorized Services traffic.</u></b></p>		
1.B	Service and Traffic Related Definitions					
3.	(1) What is the appropriate definition of "Authorized Services"?	GTC's Section 2.12	2.12 "Authorized Services" means those services that <b>a Party</b> lawfully provides pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties' respective networks as provided herein. For avoidance of doubt, "Authorized Services" does not include wireline traffic originated by a non-CMRS	2.12 "Authorized Services" means those services that <b>Sprint</b> lawfully provides, pursuant to Applicable Law <b>and that are considered to be CMRS</b> . This Agreement is solely for the exchange of Authorized Services traffic between the Parties' respective networks as provided herein. For avoidance of doubt, "Authorized Services" does not include wireline	Sprint's language recognizes that exchanged traffic must be associated with a service that a Party can legally provide. AT&T appears to be imposing restrictions on the type of traffic Sprint may seek to exchange, but with no corresponding restriction on the type of traffic that AT&T may exchange. AT&T may not preclude Sprint from offering wholesale	

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			provider transited through <b>a wireless provider for purposes of termination at wireless rates.</b>	traffic originated by a non-CMRS provider transited through <b><u>Sprint.</u></b>	services to third parties that can utilize the connections between Sprint and AT&T. Sprint's language recognizes that Sprint will not terminate non-CMRS provider traffic at wireless rates.	
4.	(2) What is the appropriate definition of "VoIP-PSTN" or "VoIP-PSTN Traffic"?	GT&C's Section, 2.125	2.125 "VoIP-PSTN or "VoIP-PSTN Traffic" is traffic exchanged between the Parties that <b><i>originates and/or terminates in IP format.</i></b>	2.125 "VoIP-PSTN: or "VoIP-PSTN Traffic" is traffic exchanged between the Parties that <b><u>either originates in IP-format and terminates to the PSTN, or originates on the PSTN and terminates in IP format.</u></b>	VoIP-PSTN traffic includes all traffic that originates and/or terminates in IP format, regardless of the technology used to exchange the traffic. There is no requirement that such traffic either be exchanged in TDM format or undergo a "net-protocol" conversion. Specifically, the definition needs to be broad enough to encompass IP-to-IP traffic exchanged using IP-Interconnection technology.	Sprint understands from AT&T's language that AT&T intends to exclude under this Agreement the exchange of IP-to-IP traffic via IP-Interconnection technology.
5.	(3) What is the appropriate definition of "Section 251(b)(5)" traffic?	GT&Cs Section 2.94	2.94 " <b><i>Section 251(b)(5) Traffic</i></b> " means <b><i>traffic originated by one Party that is exchanged directly or indirectly and terminates on the other Party's network.</i></b>		Sprint's inclusion of this term recognizes that, as between the parties, the FCC has acknowledged that all traffic is now within the Section 251(b)(5) regime. CAF @ paragraph 764.	
6.	(4) What is the appropriate definition of "IntraMTA Traffic"?	GTCs Section 2.65, 2.94.1	2.94.1 "IntraMTA Traffic" means <b><i>that portion of Section 251(b)(5) Traffic exchanged between AT&amp;T ILLINOIS and Sprint that</i></b> at the beginning of the call, originates and terminates within the same MTA.	2.65 "IntraMTA Traffic means <b><u>traffic which,</u></b> at the beginning of the call, originates and terminates within the same MTA <b><u>and is exchanged between the End User of AT&amp;T ILLINOIS and Sprint's End User.</u></b>	Sprint's language essentially replicates the applicable FCC Rule, 47 C.F.R. § 51.701(2) while also recognizing that IntraMTA Traffic is a subset of Section 251(b)(5).	

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7.	(5) What are the appropriate definitions related to "InterMTA Traffic"?	GT&Cs Sections 2.64, 2.94.2, 2.94.3, 2.113	<p>2.94.2 <b><i>"Non-Toll InterMTA Traffic" means that portion of Section 251(b)(5) traffic exchanged between AT&amp;T ILLINOIS and Sprint that (1) at the beginning of the call, originates on the network of one Party in one MTA and terminates on the network of the other Party in another MTA, (2) is not Toll InterMTA Traffic and (3) is exchanged directly over the Interconnection Trunks.</i></b></p> <p>2.94.3 <b><i>"Toll InterMTA Traffic" means that portion of Section 251(b)(5) traffic exchanged between AT&amp;T ILLINOIS and Sprint that (1) at the beginning of the call, originates on the network of one Party in one MTA and terminates on the network of the other Party in another MTA (2) is interstate or intrastate exchange access, information access, or exchange services for such access, other than special access (Section 51.901(b)) and (3) is exchanged directly over the</i></b></p>	2.64 <b><u>"InterMTA Traffic" means traffic to or from Sprint's network which at the beginning of the call originates in one MTA and terminates in another MTA.</u></b>	Sprint's definitions appropriately recognize the two different categories of InterMTA traffic, each of which is subject to different compensation regimes as further addressed in Issues [40 and 41]. In contrast, AT&T's definition fails to recognize any distinction based upon whether there is a "toll" component to the exchanged traffic.	



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			<p><b><i>Interconnection Trunks.</i></b></p> <p>2.113 <b><i>AT&amp;T language is overreaching, unnecessary or covered elsewhere.</i></b></p>	<p>2.113 <b><u>“Terminating InterMTA Traffic” means traffic that, at the beginning of the call: (a) originates on Sprint’s network; (b) is sent from the mobile unit of Sprint’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&amp;T ILLINOIS’ network in another MTA.</u></b></p>		
8.	(6) What is the appropriate definition of “Switched Access Service”?	GT&Cs Section 2.103	<p>2.103 “Switched Access Service” means an offering <b><i>to an IXC</i></b> of <b><i>Exchange Access by AT&amp;T ILLINOIS</i></b> to AT&amp;T ILLINOIS’s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.</p>	<p>2.103 “Switched Access Service” means an offering of <b><u>access</u></b> to AT&amp;T ILLINOIS’ network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.</p>	<p>Sprint’s language recognizes that “switched access service” is that category of Exchange Access service provided to an IXC pursuant to an applicable AT&amp;T access tariff. To any limited extent either Party provides Exchange Access to the other, it is provided pursuant to what should be mutually applicable terms and conditions of this Agreement rather than any unilateral ILEC tariff.</p>	
9.	(7) Should the following six (6) definitions include a specific statutory reference: “Exchange Access”, “Telecommunications”, “Telecommunications	<b>ISSUE RESOLVED</b>				

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	Carrier", "Telecommunications Service", "Telephone Exchange Service", and "Telephone Toll Service"?					
<b>II ISSUES REGARDING HOW THE PARTIES INTERCONNECT</b>						
<b>II.A Interconnection Methods</b>						
10.	(1) What are a Party's obligations to notify the other of modifications to network architecture?	Attachment 2 Section 2.1.2, 2.1.3, 2.1.4, 3.7.1, 3.7.2, 3.7.3, 3.7.4	<b>2.1.2 <i>Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in Facilities, operations or</i></b>	<b>2.1.2 <u>AT&amp;T ILLINOIS' network is partly comprised of End Office Switches, Local Only Tandem Switches, Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&amp;T ILLINOIS' network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and AT&amp;T ILLINOIS' End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible</u></b>	Sprint is entitled to design, implement and modify its network in a manner that is most economically and technically advantageous to Sprint (e.g. number and location of POIs), and is not required to obtain AT&T's permission (i.e. "agree[ment]" to a physical architecture plan, including financial responsibility) as a pre-requisite to establishing such network design. Sprint's language still, however, requires reasonable notice of network changes to be given by one party to the other, and the parties to cooperate to implement such modifications.	

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			<p><i>procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements.</i></p> <p>2.1.3 <i>Sprint proposes no language. AT&amp;T's language is covered by Sprint's Section 2.1.4 language.</i></p> <p>2.1.4 In the event that a Party deploys new switches <b><i>or otherwise seeks to modify existing network architecture</i></b> after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.</p>	<p><u>for) the Interconnection facilities. At the time of implementation in a given local Exchange Area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.</u></p> <p>2.1.3 <u>A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 2.0 above will be followed for all physical architecture plan changes.</u></p> <p>2.1.4 In the event that a Party deploys new switches after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.</p>		

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			<p>3.7.1 <i>Sprint proposes no language. AT&amp;T's language is covered by Sprint's Section 2.1.4 language above.</i></p> <p>3.7.2 <i>Sprint proposes no language. AT&amp;T's language is covered by Sprint's Section 2.1.4 language above.</i></p> <p>3.7.3 <i>Sprint proposes no language. AT&amp;T's language is covered by Sprint's Section 2.1.4 language above.</i></p>	<p>3.7.1 For each local <u>Interconnection within an AT&amp;T ILLINOIS area, Sprint shall provide written notice to AT&amp;T ILLINOIS of the need to establish Interconnection in each local Exchange Area or. Sprint shall provide all applicable network information on forms acceptable to AT&amp;T ILLINOIS (as set forth in AT&amp;T ILLINOIS' CLEC Handbook, published on the AT&amp;T CLEC Online website).</u></p> <p>3.7.2 <u>Upon receipt of Sprint's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1.2 above. The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.</u></p> <p>3.7.3 <u>Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice</u></p>		

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			3.7.4 The Parties recognize that a facility handoff point <b><i>must be established at the POI, usually at a distribution frame</i></b> , to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.	<u><b>to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.</b></u>  3.7.4 The Parties recognize that a facility handoff point <b><i>must be agreed upon</i></b> to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.		
11.	(2) Should terms and conditions regarding IP Interconnection be included in the Agreement?	Attachment 2 Section 2.1.5.2	2.1.5.2 <b><i>Sprint and AT&amp;T ILLINOIS will interconnect directly using IP Interconnection Facilities to exchange Authorized Services traffic where the Parties exchange IP data traffic. When Sprint designates IP Interconnection in accordance with this Agreement, the Parties will engage in operational discussions to establish IP Interconnection in an expeditious manner.</i></b>		Yes. The FCC's CAF order reiterated that the duty to negotiate interconnection arrangements (including "IP-to-IP") applies irrespective of the "network technology underlying the interconnection, whether TDM, IP or otherwise." CAF @ paragraph 1011. Sprint's language recognizes that it is entitled to IP Interconnection and the parties will engage in the necessary discussions to effect such interconnection when requested by Sprint.	Sprint's understanding is that AT&T contends that a State commission cannot require an ILEC to establish and exchange traffic via IP-Interconnection.
12.	(3) What is the appropriate definition for "Fiber Meet Point"?	<b>ISSUE RESOLVED</b>				

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13.	(4) Should this Agreement include provisions regarding indirect interconnection?	GTCs Section 2.59  Attachment 2 Sections 1.1, 2.1.5.5, 4.8.7	2.59 "Interconnection" is as defined at 47 C.F.R. § 51.5 <b>and 47 C.F.R 20.3.</b>  Attachment 2 1.1 This Attachment to the Agreement between the Parties sets forth rates, terms, and conditions under which the Parties shall provide <i>Interconnection</i> with each other's networks for the transmission and routing of Authorized Services traffic.  <b>2.1.5.5 Indirect Interconnection using the services of an intermediate carrier that is directly interconnected with each of the Parties' respective networks; or</b>  <b>4.8.7 Sprint's section 2.1.5.5 language addresses Indirect Interconnection, and AT&amp;T's language is overreaching.</b>	2.59 "Interconnection" is as defined at 47 C.F.R. § 51.5 <b><u>When the word "interconnection" is used in this Agreement it shall mean the connection of the Parties' networks for the exchange of Authorized Services traffic.</u></b>  Attachment 2 1.1 This Attachment to the Agreement between the Parties sets forth rates, terms, and conditions under which the Parties shall provide <i>interconnection</i> with each other's networks for the transmission and routing of Authorized Services traffic.  <b>4.8.7 AT&amp;T ILLINOIS will not route traffic to Sprint via a Third Party Tandem, and Sprint shall not route traffic to AT&amp;T ILLINOIS via a Third Party Tandem.</b>	Yes. Sprint's language incorporates the express definitions of Interconnection used by the FCC in both its Part 51 and Part 20 rules which, collectively, make it clear that Interconnection under this Agreement includes both "direct" and "indirect" Interconnection, consistent with 47 U.S.C. § 251(a)(1).	
14.	(5) Should this Agreement address interexchange traffic?	Attachment 2 Section 2.1	2.1 Interconnection shall be provided at a level of quality equal to that which AT&T ILLINOIS provides to itself, to	2.1 Interconnection shall be provided at a level of quality equal to that which AT&T ILLINOIS provides to itself, to	No. AT&T's last sentence is neither necessary or applicable to a CMRS Provider, and Sprint believes the	

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		<b>AT&amp;T MODIFIED LANGUAGE BY REPLACING INTEREXCHANGE TRAFFIC WITH INTERMTA TRAFFIC</b>	any Affiliates, or to any other Telecommunications Carrier.	any Affiliates, or to any other Telecommunications Carrier. <b><u>The Interconnection provided herein may not be used solely for the purpose of originating a Party's own InterMTA Traffic .</u></b>	source of this sentence is the AT&T CLEC template ICA.	
<b>II.B. POIs</b>						
15.	(1) What is the appropriate definition of the "Point of Interconnection"?	GTCs Section 2.88	2.88 "Point of Interconnection ("POI")" means a point on the AT&T ILLINOIS network (End Office or Tandem building) where the <b><i>Interconnection Facilities connect with the AT&amp;T ILLINOIS network</i></b> for the purpose of establishing Interconnection and also serves as a demarcation point between the facilities that each Party is physically responsible to provide.	2.88 "Point of Interconnection ("POI")" means a point on the AT&T ILLINOIS network (End Office or Tandem building) where the <b><u>Parties networks meet</u></b> for the purpose of establishing Interconnection and also serves as a demarcation point between the facilities that each Party is physically <b><u>and financially</u></b> responsible to provide.	Sprint's language reflects the relationship between the Interconnection Facilities that "link" the Parties' network and the physical POI location at which such facilities physically connect to AT&T's network. The POI establishes a physical demarcation point, but does not relieve AT&T of its additional federal duties related to the cost and cost-sharing of such Interconnection Facilities. Interconnection Facilities are subject to TELRIC pricing (Issue 44) and to the sharing of cost (Issue 46).	
16.	(2) Must Sprint obtain AT&T's consent to Sprint's designation of a POI at a technically feasible location on AT&T's network or Sprint's removal of a previously established POI?	Attachment 2 Section 2.1.1, 2.2.1.4	2.1.1 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport	2.1.1 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the <b><u>negotiated</u></b> POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the	No. As the requesting carrier, Sprint is entitled to request any technically feasible location within AT&T's network. AT&T's addition of the word "negotiated" implies that AT&T can somehow restrict the location(s) that may be selected by Sprint.  Sprint's network is constantly	

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			<p>facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups as set forth in Section 4.0 below for the exchange of traffic between Sprint and AT&amp;T ILLINOIS.</p> <p>2.2.1.4 Notwithstanding the foregoing, Sprint may establish a POI at any other technically feasible location on the AT&amp;T ILLINOIS' network within the LATA <b><i>or Sprint may remove any previously established POIs for Sprint network optimization, subject to the other requirements of this Section 2.2.</i></b></p>	<p>transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups as set forth in Section 4.0 below for the exchange of traffic between Sprint and AT&amp;T ILLINOIS.</p> <p>2.2.1.4 Notwithstanding the foregoing, Sprint may establish a POI at any other technically feasible location on the AT&amp;T ILLINOIS' network within the LATA.</p>	<p>evolving, and Sprint is entitled to establish and maintain its network in a manner that it considers to be most technically and economically efficient. As long as Sprint maintains the required POI in a LATA, it cannot be prohibited from removing previously established Interconnection Facilities and any associated POIs.</p>	
17.	(3) Should Sprint be required to establish additional Points of Interconnection (POIs) when its traffic to an AT&T Tandem Serving Area exceeds 24 DS1s?	Attachment 2 Sections 2.2.1.3, 2.2.1.3.1, 2.2.1.3.2, 2.2.1.3.3	2.2.1.3 through 2.2.1.3.3 <b><i>Sprint has no proposed counter-language to AT&amp;T's "additional-required POI sections" because the Parties have undisputed, agreed to language in 2.2.1.1 to the effect Sprint will establish a POI in each LATA..</i></b>	<p>2.2.1.3 <b><u>When Sprint has established a single POI (or multiple POIs) in a LATA, Sprint agrees to establish an additional POI:</u></b></p> <p>2.2.1.3.1 <b><u>at an AT&amp;T ILLINOIS TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&amp;T ILLINOIS TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months; or</u></b></p> <p>2.2.1.3.2 <b><u>at an AT&amp;T ILLINOIS End Office in a local calling area not</u></b></p>	<p>No. Federal law does not require Sprint to install additional POIs based on predetermined traffic thresholds. It is for Sprint to determine when it is most economical to increase the number, or change the locations, of existing POIs. An AT&amp;T imposition of a threshold to requiring "additional" POIs undermines Sprint's ability to design and implement a technical and economically efficient network of its own choosing.</p> <p>To be clear, Sprint remains willing to establish Trunk Groups that enable</p>	



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				<p><u>served by an AT&amp;T ILLINOIS Tandem for IntraMTA Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.</u></p> <p>2.2.1.3.3 <u>The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.</u></p>	traffic to be directly routed via the Sprint-selected POI(s). But, Sprint should not be obligated to obtain and incur the expense associated with additional Interconnection Facilities that would be required from an AT&T “additional POI” threshold requirement.	
18.	(4) How and where will IP POIs be established?	Attachment 2 Sections 2.2.1, 2.2.2	<p>2.2.1 <b><i>Except where the Parties utilize IP Interconnection</i></b> the location of the POI(s) will be as follows:</p> <p>2.2.2 <b><i>When Sprint designates IP Interconnection and the Parties utilize IP Interconnection, Sprint and ATT ILLINOIS will exchange Authorized Services traffic at the existing internet exchange points (“IXP” or “IP POI”), where they are currently interconnected (e.g., Los Angeles, San Jose, Seattle, Chicago, Dallas, D.C. Metro, Miami, New York City, and or Atlanta) or such additional IP POIs as may be mutually agreed. Where the Parties utilize IP Interconnection, each Party is responsible for the cost of establishing IP connection from its</i></b></p>	2.2.1 <u>The location of the POI(s) will be as follows:</u>	The FCC’s CAF order reiterated that the duty to negotiate interconnection arrangements (including “IP-to-IP”), applies irrespective of the “network technology underlying the interconnection, whether TDM, IP or otherwise.” <i>CAF @ paragraph 1011.</i> Sprint’s language proposes that when IP-Interconnection is used, the Parties will exchange Authorized Services traffic at the same locations where the Parties currently exchange data-IP traffic (e.g., internet/e-mail traffic), with each Party responsible for its respective costs to such locations, as they are today for data-IP traffic.	Sprint’s understanding is that AT&T contends that a State commission cannot require an ILEC to establish and exchange traffic via IP-Interconnection.

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			<i>network to the IP POI, including any TDM-IP media gateway conversions, ports on its network edge router, port charges on the carrier hotel Ethernet switch and any carrier hotel fees for its collocated equipment or any IP transit costs associated with reaching the IP POI.</i>			
<b>II.C. Facilities and Trunking Provisions (Non-Compensation)</b>						
19.	(1) What are the appropriate definitions of “Facilities” and “Interconnection Facilities” and, if necessary, Entrance Facilities?	GT&Cs Sections 2.45, 2.49, 2.60  Attachment 2 Sections 3.3, 3.5.1	<p>2.45 <i>Sprint does not propose a separate “Entrance Facility” definition.</i></p> <p>2.49 “Facility” or (“Facilities”) means the <b>elements, including, but not limited to</b> wire, line, cable, <b>associated hardware and software, at the requested capacity (e.g. DS1, DS3),</b> used for the <b>transmission and routing</b> of Authorized Services traffic</p>	<p>2.45 <b><u>Entrance Facilities” are the transmission facilities (typically wires or cables) that connect Sprint’s network with AT&amp;T ILLINOIS’ network for the mutual exchange of traffic. These Entrance Facilities connect Sprint’s network from Sprint’s Switch or point of presence (“POP”) within the LATA to the AT&amp;T ILLINOIS Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service.</u></b></p> <p>2.49 “Facility” or (“Facilities”) means the wire, line, <b>or</b> cable, used for the <b>transport</b> of Authorized Services traffic between the Parties respective networks.</p>	<p>AT&amp;T’s use of a separate “Entrance Facility” definition is unnecessarily duplicative of the definition “Interconnection Facilities”, which creates ambiguity and confusion.</p> <p>Sprint’s definition of “Facilities” recognizes that equipment is necessary and required to be provided by the ILEC to enable the transmission and routing functions.</p>	

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			<p>between the Parties respective networks.</p> <p>2.60 “Interconnection Facilities” are the transmission <b>Facilities</b> that connect Sprint’s network with AT&amp;T ILLINOIS’ network for the mutual exchange of traffic. These <b>Facilities</b> connect Sprint’s network from Sprint’s Switch or Sprint’s point of presence within the LATA to the <b>POI</b> for the transmission and routing of telephone exchange service and/or exchange access service. For the avoidance of doubt, the <b>Facilities</b> referred to in this definition mean the entrance facilities used for Interconnection.</p> <p>Attachment 2 3.3 <b>Subject to Section 3.9.1</b>, each Party shall be responsible for providing its own or leased Facilities to route calls to the POI . Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or <b>Sprint</b> may purchase or lease the <b>Interconnection Facilities</b> from <b>AT&amp;T ILLINOIS</b>, if available,</p>	<p>2.60 “Interconnection Facilities” are the transmission <u>facilities</u> (<b>typically wires or cables</b>) that connect Sprint’s network with AT&amp;T ILLINOIS’ network for the mutual exchange of traffic. These <u>facilities</u> connect Sprint’s network from Sprint’s Switch or Sprint’s point of presence within the LATA to the <b>AT&amp;T ILLINOIS Serving Wire Center of such Switch or POP</b> for the transmission and routing of telephone exchange service and/or exchange access service. For the avoidance of doubt, the <u>facilities</u> referred to in this definition mean the entrance facilities used for Interconnection <b>as defined in 47 C.F.R § 51.5</b>.</p> <p>Attachment 2 3.3 <u>Each</u> Party shall be responsible for providing its own <b>transport</b> Facilities to route calls to the POI <b>on the other Party’s network</b>. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, <u>or it</u> may purchase or lease the Facilities from <b>the other Party</b>, if available, pursuant</p>	<p>The undisputed portion of the Party’s respective POI definitions recognizes that a POI may be established at an AT&amp;T Tandem or End Office. Sprint’s Interconnection Facilities definition recognizes that such Facilities connect Sprint’s switch to the POI. Under AT&amp;T’s Interconnection Facility definition, however, the AT&amp;T-side of the Interconnection Facilities is defined to start at the Sprint switch but stops at the Serving Wire Center of the Sprint switch. The problem is that this Serving Wire Center may or may not be the Tandem or End Office at which Sprint establishes the POI.</p> <p>Sprint’s language recognizes AT&amp;T’s cost-sharing obligations with respect to its use of Interconnection Facilities (See Issues 46, 47 and 48).</p>	

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			<p>pursuant to Section 3.5 below:</p> <p>3.5.1 <i><b>Sprint does not propose additional language because Section 3.3 above addresses Sprint's ability to self-provision or deploy third party facilities.</b></i></p>	<p>to Section 3.5 below.</p> <p>3.5.1 <u><b>When Sprint does not elect to collocate transport terminating equipment at an AT&amp;T ILLINOIS Tandem or End Office, Sprint may self provision facilities, deploy third party interconnection facilities, or lease existing Entrance Facilities from AT&amp;T ILLINOIS.</b></u></p>	<p>AT&amp;T's Section 3.5.1 is unnecessary because Section 3.3 addresses Sprint's ability to self-provision or deploy third party facilities.</p>	
20.	(2) What is the appropriate use of Interconnection Facilities provided by AT&T?	Attachment 2 Sections 3.5.2, 3.5.3	<p>3.5.2 AT&amp;T ILLINOIS shall provide Sprint existing Interconnection Facilities when used for Interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the TELRIC based rates set forth in the Pricing Sheets <b><i>attached hereto and incorporated by this reference.</i></b> An Interconnection Facility is existing if, at the time of Sprint's request, the facility is present in AT&amp;T ILLINOIS' network and available for use as an Interconnection Facility and no special construction is required.</p> <p>3.5.3 Sprint may not purchase Interconnection Facilities pursuant to this Agreement for any other purpose,</p>	<p>3.5.2 AT&amp;T ILLINOIS shall provide Sprint existing Interconnection Facilities when used <b><u>solely</u></b> for Interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets. An Interconnection Facility is existing if, at the time of Sprint's request, the facility is present in AT&amp;T ILLINOIS' network and available for use as an Interconnection Facility and no special construction is required.</p> <p>3.5.3 Sprint may not purchase Interconnection Facilities pursuant to this Agreement for any other purpose,</p>	<p>Sprint is entitled to obtain TELRIC pricing treatment for Interconnection Facilities even when the underlying transport facility is used for Interconnection and other purposes. For example, a DS3 facility between a Sprint switch and an AT&amp;T Tandem can carry DS1s used for multiple purposes. Assuming 7 DS1s are used as Interconnection Facilities and 21 DS1s are used for other purposes (e.g. backhaul circuits to Sprint cell sites), the DS3 pricing should recognize that the portion of the DS3 facility used for Interconnection (in this case, 1/4 of the DS3) needs to be priced at TELRIC. AT&amp;T's use of the word "solely", however, appears to restrict Sprint's appropriate receipt of TELRIC pricing.</p>	

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			including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Sprint's customer and Sprint's switch, or to carry traffic to and from its own end users), or (iii) OS/DA, Trunk Groups.	including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Sprint's customer and Sprint's switch, or to carry traffic to and from its own end users), or (iii) <b><u>911</u></b> , OS/DA, <b><u>High Volume Call In ("HVCI")</u></b> , Trunk Groups.		
21.	(3) What provisions, if any, regarding Interconnection Facility Audits should be included in the Agreement?	Attachment 2 Sections 3.5.5, 3.5.5.1 through 3.5.5.4	3.5.5, 3.5.5.1 through 3.5.5.4 <b><i>Sprint does not propose opposing Audit language, and considers its language proposed below at 3.5.5.7 sufficient.</i></b>	<p>3.5.5 <b><u>Interconnection Facility Audits</u></b></p> <p>3.5.5.1 <b><u>AT&amp;T ILLINOIS may audit Sprint's compliance with the use of Interconnection Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), Sprint's compliance with the conditions set forth in Sections 3.5.1–3.5.4 above ("Entrance Facility Requirements").</u></b></p> <p>3.5.5.2 <b><u>AT&amp;T ILLINOIS will send such Audit Notice to Sprint no less than thirty (30) calendar days prior to the date upon which AT&amp;T</u></b></p>	<p>AT&amp;T's "Interconnection Facility Audit" language is neither appropriate nor necessary. AT&amp;T can internally audit traffic that is delivered over Interconnection Facilities, and will also know from the beginning and end points of any given facility whether it is being used for Interconnection or not.</p> <p>All that is needed regarding AT&amp;T's ability to question Sprint's use of Interconnection Facilities is Sprint's language at 3.5.5.7. This language recognizes that if AT&amp;T notifies Sprint of an alleged non-compliance and Sprint disagrees, the matter will be resolved via the Dispute Resolution procedures under the Agreement.</p>	

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				<p><u>ILLINOIS seeks to commence an audit and shall identify the independent auditor.</u></p> <p>3.5.5.3 <u>The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding Sprint’s compliance with the Interconnection Facility Requirements. The independent auditor’s report will conclude whether Sprint complied in all material respects with the Interconnection Facility Requirements.</u></p> <p>3.5.5.4 <u>The independent auditor’s report will conclude whether Sprint complied in all material respects with the Interconnection Facility Requirements. AT&amp;T ILLINOIS shall provide Sprint with a copy of the independent auditor’s report within ten (10) business days from the date of receipt. The independent</u></p>		

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				<u>auditor's report shall state the scope of the audit that was performed.</u>		
22.	(4) If Interconnection Facility Audits provisions are included in the Agreement, how should disputes regarding Interconnection Facility Audits be resolved?	Attachment 2 Sections 3.5.5.5, 3.5.5.5.1, 3.5.5.5.2, 3.5.5.5.3, 3.5.5.6, 3.5.5.7, 3.5.5.8	3.5.5.5 through 3.5.5.5.3, 3.5.5.6, 3.5.5.8 <b><i>Sprint does not propose opposing Audit language, and considers its language proposed below at 3.5.5.7 sufficient.</i></b>	<p>3.5.5.5 <u><b>If the auditor's report concludes that Sprint failed to comply with the Interconnection Facility Requirements, Sprint must:</b></u></p> <p>3.5.5.5.1 <u><b>submit orders to AT&amp;T ILLINOIS to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities within 45 days of the date Sprint receives a copy of the auditor's report;</b></u></p> <p>3.5.5.5.2 <u><b>remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by AT&amp;T ILLINOIS for the difference between the amount billed by AT&amp;T ILLINOIS and the amount that AT&amp;T ILLINOIS would have billed had Sprint purchased the Entrance Facilities from the applicable AT&amp;T ILLINOIS tariff at month-to-month rates plus late payment charges from the date that the noncompliance of the</b></u></p>	<p>AT&amp;T's "Interconnection Facility Audit" language is neither appropriate nor necessary. AT&amp;T can internally audit traffic that is delivered over Interconnection Facilities, and will also know from the beginning and end points of any given facility whether it is being used for Interconnection or not.</p> <p>All that is needed regarding AT&amp;T's ability to question Sprint's use of Interconnection Facilities is Sprint's language at 3.5.5.7. This language recognizes that if AT&amp;T notifies Sprint of an alleged non-compliance and Sprint disagrees, the matter will be resolved via the Dispute Resolution procedures under the Agreement.</p>	

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				<p><u>Entrance Facility Requirements, in whole or in part, began. AT&amp;T ILLINOIS reserves its rights to make the effective bill date for conversions 45 days after Sprint's receipt of a copy of the auditor's report;</u></p> <p><u>3.5.5.5.3 reimburse AT&amp;T ILLINOIS for 100% of the cost of the independent auditor if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated. If the number of circuits found to be non-compliant is less than 10%, Sprint will reimburse AT&amp;T ILLINOIS in an amount that is in direct proportion to the number of circuits found to be non-compliant.</u></p> <p><u>3.5.5.6 With respect to any noncompliant Interconnection Facility for which Sprint fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, AT&amp;T ILLINOIS may initiate and effect such a conversion. AT&amp;T ILLINOIS will take reasonable steps to avoid</u></p>		



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			<p>3.5.5.7 <i>If AT&amp;T ILLINOIS provides written Notice that Sprint has not complied with the use of the Interconnection Facilities in accordance with this Agreement, and Sprint disagrees, Sprint shall provide Notice requesting dispute resolution to AT&amp;T ILLINOIS pursuant to Section 12.0, Dispute Resolution of the General Terms and Conditions of the Agreement.</i> Such dispute resolution discussions shall follow the dispute resolution process set forth in the General Terms and Conditions of the Agreement.</p>	<p><u>disruption to Sprint's customers' service or degradation in service quality in the case of conversion. AT&amp;T ILLINOIS reserves its rights to make the effective bill date for conversions 45 days after Sprint's receipt of a copy of the auditor's report. In no event shall rates set under Section 252(d)(1) apply for the use of any Interconnection Facility for any period in which the Interconnection Facility does not meet the Interconnection Facility Requirements.</u></p> <p>3.5.5.7 <u>If Sprint disagrees as to the findings or conclusions of the auditor's report</u>, Sprint shall provide Notice requesting dispute resolution to AT&amp;T ILLINOIS. Such dispute resolution discussions shall <u>be completed within fourteen (14) days</u>. The <u>Dispute Resolution</u> process set forth in the General Terms and Conditions of the Agreement shall <u>not apply to a dispute of the findings or conclusions of the auditor's report. At the conclusion of this fourteen (14) day period, Spring may file a complaint at the Commission.</u></p>		

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				3.5.5.8 <u>If Sprint initiates a proceeding at the Commission, Sprint may elect to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable AT&amp;T ILLINOIS tariff in lieu of AT&amp;T converting the Entrance Facilities identified in Sprint's dispute resolution before the Commission pending resolution. If the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&amp;T ILLINOIS and AT&amp;T ILLINOIS shall retain any disputed amounts already paid by Sprint in addition to late payment charges.</u>		
23.	(5) What general Facilities and Trunking provisions should be included in the Agreement?	Attachment 2 Sections 4.1, 4.1.1, 4.3.3, 4.3.4 , 4.3.6.1, 4.3.6.2	4.1 This Section 4 describes the <b><i>use of Trunk Groups.</i></b>  4.1.1 AT&T ILLINOIS and Sprint will exchange traffic over their networks in connection with Sprint's Authorized	4.1 This Section 4 describes the <b><u>required and optional Interconnection Trunk Groups for IntraMTA Traffic, Switched Access Services traffic, Mass Calling, 911/E911, Operator Services and Directory Assistance traffic.</u></b>  4.1.1 AT&T ILLINOIS and Sprint will exchange traffic over their networks in connection with Sprint's Authorized	Sprint does not utilize all of the Trunk Groups listed in AT&T's Section 4.1 language, and such listing creates ambiguity as to whether AT&T can require the establishment of certain Trunk Groups even if Sprint does not use, nor want, such Trunk Groups.  AT&T's Section 4.1.1 language can be read to preclude Sprint's ability to exchange traffic on an indirect-	

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			<p>Services, in accordance with the provisions of this Agreement. The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging agreement must be negotiated and executed for such traffic.</p> <p>4.3.3 <i>Sprint proposes no language and AT&amp;T's language is overreaching.</i></p>	<p>Services in accordance with the provision of this Agreement. <b><u>Sprint shall deliver all traffic subject to this Agreement destined to AT&amp;T ILLINOIS on AT&amp;T ILLINOIS' network through Trunks obtained pursuant to this Agreement.</u></b> The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging <b><u>interconnection</u></b> agreement must be negotiated and executed for such traffic.</p> <p>4.3.3 <b><u>Multiple Trunk Groups may be provisioned between an AT&amp;T ILLINOIS switch and a Sprint switch, at the sole discretion of AT&amp;T ILLINOIS, and only with the following requirements: For unique routing, Sprint shall provide all required routing information including a separate and distinct CLLI code for each Trunk Group, and specific NPA/NXX routing directions. Duplicate Trunk Groups serving the same function are not permitted.</u></b></p>	<p>Interconnection basis, contrary to Sprint's federal right to exchange traffic on an indirect basis pursuant to Section 251(a) of the Act.</p> <p>AT&amp;T's Section 4.3.3 language seeks to improperly grant AT&amp;T a unilateral right and sole discretion to either require or preclude the establishment of multiple trunk groups.</p>	

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			<p>4.3.4 Sprint shall establish Interconnection Trunks to all AT&amp;T ILLINOIS Tandems in each LATA where the Parties mutually exchange IntraMTA Traffic, or in the event Sprint has no MSC in the LATA, from Sprint's designated <b><i>point of presence</i></b> within the LATA. <b><i>AT&amp;T ILLINOIS does not provide Inter-tandem switching, but AT&amp;T will provide, at no cost to Sprint, connecting facility assignment ("CFA") for the establishment of such Interconnection Trunks from the POI to additional AT&amp;T ILLINOIS tandems or end offices as may be necessary.</i></b></p> <p>4.3.6.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks <b><i>over three (3) consecutive months. Where DEOTS are established AT&amp;T will provide, at no cost to Sprint, connecting facility assignment ("CFA") for the establishment of such DEOTs.</i></b> If the DEOT is designed to overflow, the traffic will be alternately routed to the</p>	<p>4.3.4 Sprint shall establish Interconnection Trunks to all AT&amp;T ILLINOIS Tandems in each LATA where the Parties mutually exchange IntraMTA Traffic, or in the event Sprint has no MSC in the LATA, from Sprint's designated <u><b>POI(s) within the LATA. AT&amp;T ILLINOIS does not provide Inter-tandem switching.</b></u></p> <p>4.3.6.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks or <u><b>when AT&amp;T ILLINOIS's End Office Switch is not served by an AT&amp;T ILLINOIS Tandem Office Switch.</b></u> If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&amp;T ILLINOIS Tandem. DEOTs established as direct finals will not overflow from either direction to</p>	<p>Sprint can agree to establish Interconnection Trunks to AT&amp;T's tandems, and would accept AT&amp;T's statement in Section 4.3.4 that AT&amp;T does not provide inter-tandem switching, <i>if</i> AT&amp;T agrees to provide CFA at no cost such that it is clear Sprint will not incur additional Facilities costs for carriage of any traffic within AT&amp;T's network on the AT&amp;T side of the POI.</p> <p>As to Section 4.3.6.1, Sprint can agree to establish Interconnection Trunks to an applicable AT&amp;T End Office (a "DEOT") if 1) there is time-bound threshold requirement (3 months) and 2) AT&amp;T agrees to provide CFA at no cost such that it is clear Sprint will not incur additional Facilities costs for carriage of any traffic within AT&amp;T's network on the AT&amp;T side of the POI. Sprint does not agree to establish a DEOT simply because an AT&amp;T End Office subtends another carrier's tandem.</p>	

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			<p>appropriate AT&amp;T ILLINOIS Tandem. DEOTs established as direct finals will not overflow from either direction to any alternate route.</p> <p>4.3.6.2 <i><b>Sprint proposes no language and AT&amp;T's language is overreaching.</b></i></p>	<p>any alternate route.</p> <p>4.3.6.2 <u><b>Should Sprint fail to comply with Section 4.3.6 above, AT&amp;T ILLINOIS reserves the right, at its sole discretion, to restrict provisioning of additional Trunks at the Tandem .</b></u></p>	<p>Requiring a DEOT in this situation undermines Sprint's ability to exchange traffic on an indirect basis via the other carrier's tandem.</p> <p>AT&amp;T's Section 4.3.6.2 language seeks to improperly grant AT&amp;T a unilateral right and sole discretion to preclude the establishment of additional Trunks at the tandem. Such language also creates an ambiguity as to how traffic would get exchanged if such additional Trunks are needed but AT&amp;T refuses to establish them.</p>	
24.	(6) Should Sprint be required to establish separate Type 2A Equal Access Trunk Groups?	<p>GT&amp;Cs Section 2.47</p> <p>Attachment 2 Sections 4.2.3, 4.2.4, 4.2.4.1</p>	<p>2.47 "Equal Access Trunk Group" means a trunk used solely to deliver <i><b>jointly provided Exchange Access traffic</b></i> through an AT&amp;T access tandem to or from an IXC, using Feature Group D protocols.</p> <p>4.2.3 Type 2A Combined Trunk Groups: Provide a Trunk Side connection between Sprint's MSC and an AT&amp;T ILLINOIS Access Tandem, where AT&amp;T ILLINOIS is able to record Sprint-originated traffic to an IXC. <i><b>Combined</b></i> Trunk Groups carry <i><b>IXC Exchange Access</b></i> traffic and <i><b>other Authorized Services</b></i> traffic.</p>	<p>2.47 "Equal Access Trunk Group" means a trunk used solely to deliver <u><b>Sprint's customer traffic</b></u> through an AT&amp;T access tandem to or from an IXC, using Feature Group D protocols.</p> <p>4.2.3 Type 2A <u><b>IntraMTA/Equal Access</b></u> Combined Trunk Groups: Provide a Trunk Side connection between Sprint's MSC and an AT&amp;T ILLINOIS Access Tandem, where AT&amp;T ILLINOIS is able to record Sprint-originated traffic to an IXC. <u><b>IntraMTA/Equal Access</b></u> Trunk Groups carry <u><b>interexchange access</b></u></p>	<p>Only when conditions exist that will result in Sprint actually needing such trunks. Sprint's "Equal Access Trunk Group" definition recognizes that an Equal Access trunk is used for the delivery of, if any, the Parties' jointly provided Exchange Access to an IXC.</p> <p>Sprint is willing to provision an Equal Access Trunk Group when the conditions exist that will result in Sprint actually using such a Trunk Group. AT&amp;T's proposed language, however, appears to require the establishment of standing Equal</p>	

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			<p>This Trunk Group requires an interface utilizing equal access signaling. A separate Type 2A Equal Access Trunk Group is required when <i>(a) Sprint originates traffic destined to an IXC via the AT&amp;T ILLINOIS tandem and (b) the AT&amp;T ILLINOIS tandem</i> is not able to record <i>such</i> Sprint originated traffic to an IXC. <i>Under such circumstances</i> Sprint will also provide to AT&amp;T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network using Trunks employing the a Type 2A connection.</p> <p>4.2.4 Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between Sprint's network and an AT&amp;T ILLINOIS Access Tandem. Equal Access Trunk Groups carry <b><i>Exchange Access to or from an IXC</i></b>. This Trunk Group requires an interface utilizing equal access signaling.</p> <p>4.2.4.1 In AT&amp;T ILLINOIS a separate Type 2A Equal Access Trunk Group is required when <i>(a) Sprint designates an AT&amp;T ILLINOIS access tandem in the LERG as its serving access</i></p>	<p>traffic and <b>local</b> traffic. This Trunk Group requires an interface utilizing equal access signaling. <b><u>A separate Type 2A Equal Access Trunk Group is required when AT&amp;T ILLINOIS is not able to record Sprint-originated traffic to an IXC. Sprint will also provide to AT&amp;T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network using Trunks employing a Type 2A connection.</u></b></p> <p>4.2.4 <b><u>Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between Sprint's network and an AT&amp;T ILLINOIS Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.</u></b></p> <p>4.2.4.1 <b><u>In AT&amp;T ILLINOIS a separate Type 2A Equal Access Trunk Group is required when Sprint AT&amp;T ILLINOIS is not able to record Sprint-originated traffic to an IXC.</u></b></p>	Access Trunk Groups even if Sprint does not use such Trunks.	

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			<b>tandem or (b) Sprint originates traffic destined to an IXC and the AT&amp;T ILLINOIS access tandem</b> is not able to record Sprint-originated traffic to an IXC. <b>Under such circumstances</b> Sprint will also provide to AT&T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network, using Trunks employing a Type 2A connection.	<b><u>Sprint will also provide to AT&amp;T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network, using Trunks employing a Type 2A connection.</u></b>		
25.	(7) Should Sprint be permitted to order one-way Trunk Groups without AT&T's agreement?	Attachment 2 Sections 4.3.2	4.3.2 Trunk Groups will be established as two-way except (a) where it is not Technically Feasible for AT&T to provide the requested two-way Trunk Groups, or (b) where <b>Sprint requests</b> the use of one-way Trunk Groups. Where two-way Trunk Groups are not established, each Party will establish one-way Trunk Groups between the Parties' respective interconnected switches Two Way Trunk Groups may only be used for the delivery of traffic in both directions.	4.3.2 Trunk Groups will be established as two-way except (a) where it is not Technically Feasible for AT&T to provide the requested two-way Trunk Groups, or (b) where <b>the Parties mutually agree to</b> the use of one-way Trunk Groups. Where two-way Trunk Groups are not established, each Party will establish one-way Trunk Groups between the Parties' respective interconnected switches Two Way Trunk Groups may only be used for the delivery of traffic in both directions.	Yes. Pursuant to 47 C.F.R. § 51.305(f), if Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. Thus, if Sprint does not request 2-way trunking it is, by default, entitled to 1-way trunking. AT&T's language, however, attempts to impose a requirement that the parties "mutually agrees" to the use of 1-way facilities where no such requirement exists.	
26.	(8) Does Sprint have any financial responsibility or other obligations for either	Attachment 2 Section 3.4, 4.3.7.1, 4.3.7.1.1, 4.3.7.2, 4.3.7.2.1	3.4 <b>When Sprint obtains such services from AT&amp;T ILLINOIS</b> , Sprint is solely responsible, including financially, for the <b>DS1</b> Facilities that	3.4 Sprint is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, <b>and</b>	No. AT&T's Section 3.4 language improperly imposes a unilateral obligation upon Sprint to obtain and pay for "Mass Calling" trunks despite	

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	facilities or trunks that AT&T ILLINOIS requests be established for Mass Calling traffic?		<p>carry Operator Services/Directory Assistance (“OS/DA”) <b>or</b> E911 Trunk Groups.</p> <p>4.3.7.1 <i><b>Separate high-volume calling (HVCI) trunk groups may be required for high-volume customer calls (e.g., radio contest lines). However, where Sprint has the capability to perform call gapping or code gapping, with the effect of choking traffic to the HVCI/Mass Calling customer, Sprint shall not be required to establish an HVCI/Mass Calling trunk. If the need for HVCI trunk groups are identified by either Party and Sprint does not have the capability to perform call gapping or code gapping, a Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</b></i></p> <p>4.3.7.1.1 <i><b>Sprint proposes no language because this issue is addressed by Sprint’s language in Section 4.3.7.1.</b></i></p>	<p><u><b>Mass Calling</b></u> Trunk Groups.</p> <p>4.3.7.1 <u><b>A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency (“MF”) signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described in Section 3.5.8 below for other final Interconnection Trunk Groups. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.</b></u></p> <p>4.3.7.1.1 <u><b>Table 1</b></u></p> <table><tr><th><u><b>Number of End Users</b></u></th><th><u><b>Number of Mass Calling Trunks</b></u></th></tr><tr><td><u><b>0 – 10,000</b></u></td><td><u><b>2</b></u></td></tr><tr><td><u><b>10,001 – 20,000</b></u></td><td><u><b>3</b></u></td></tr></table>	<u><b>Number of End Users</b></u>	<u><b>Number of Mass Calling Trunks</b></u>	<u><b>0 – 10,000</b></u>	<u><b>2</b></u>	<u><b>10,001 – 20,000</b></u>	<u><b>3</b></u>	<p>the fact 1) throughout the country, Sprint already uses an industry-recognized method to avoid the need to use such trunks, and, 2) even if such trunks were used, such trunks typically are for the benefit of AT&amp;T and largely remain idle. It is unreasonable to mandate that Sprint use, much less pay AT&amp;T for any costs associated with the use of, such Trunks.</p>	
<u><b>Number of End Users</b></u>	<u><b>Number of Mass Calling Trunks</b></u>											
<u><b>0 – 10,000</b></u>	<u><b>2</b></u>											
<u><b>10,001 – 20,000</b></u>	<u><b>3</b></u>											



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			<p>4.3.7.2 <i>Sprint proposes no language because this issue is addressed by Sprint's language in Section 4.3.7.1.</i></p> <p>4.3.7.2.1 <i>Sprint proposes no language because this issue is addressed by Sprint's language in Section 4.3.7.1.</i></p>	<p>20,001 – 30,000 4 30,001 – 40,000 5 40,001 – 50,000 6 50,001 – 60,000 7 60,001 – 75,000 8 75,000 + 9 max.</p> <p>4.3.7.2 <u>If Sprint should acquire a Mass Calling End User, (e.g., a radio station), Sprint shall notify AT&amp;T ILLINOIS at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&amp;T ILLINOIS Mass Calling serving office to the Sprint End User's serving office. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.</u></p> <p>4.3.7.2.1 <u>If Sprint finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint may request a meeting to coordinate with AT&amp;T ILLINOIS the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint establishes a new Mass Calling NXX, Sprint must notify</u></p>		

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				<u>AT&amp;T ILLINOIS a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&amp;T ILLINOIS will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&amp;T ILLINOIS Public Response Mass Calling Network Access Tandem to Sprint's Mass Calling serving office.</u>		
III Rating and Routing Issues						
27.	(1) What, if any, are the appropriate definitions for "Rate Center", "Rating Point" and "Routing Point"?	GT&C's Sections 2.90, 2.91, 2.93	<p>2.90 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i></p> <p>2.91 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i></p>	<p>2.90 <u>"Rate Center" means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.</u></p> <p>2.91 <u>"Rating Point" means the vertical and horizontal (V&amp;H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.</u></p>	AT&T's "Rate Center", "Rating Point" and "Routing Point" have no significance in the context of an interconnection agreement between a CMRS Provider and an ILEC and, therefore, should not be included in the Agreement.	

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			2.93 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i>	2.93 <u>"Routing Point" means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.</u>		
28.	(2) What, if any, language is appropriate regarding the rating of Authorized Services traffic?	Attachment 2 Sections 4.8.2, 4.8.3	4.8.2 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i>	4.8.2 <u>Each Sprint NPA-NXX must have a single Rating Point, and that Rating Point must be associated with a Rate Center, as defined in the applicable AT&amp;T ILLINOIS tariff, and as entered into the LERG. The geographical exchange area of the associated Rate Center must be served by an End Office Switch or other End Office Switches subtending the AT&amp;T ILLINOIS Tandem Office Switch, where a Type 2A Trunk Group is located, or the End Office Switch where a Type 2B or Type 1 Trunk Group is located. The Rating Point may be designated anywhere in the LATA, when the Commission so rules in a</u>	As a wireless carrier, Sprint's NPA-NXXs are not required to conform to AT&T's state tariff Rating Point, Routing Point or Rate Center requirements. AT&T's language regarding these items has no significance in the context of an interconnection agreement between a CMRS Provider and an ILEC and, therefore, should not be included in the Agreement.	

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			4.8.3 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i>	<p><u>proceeding binding AT&amp;T ILLINOIS. The Rating Point does not have to be the same as the Routing Point.</u></p> <p>4.8.3 <u>Each NPA-NXX assigned to Sprint with a Rate Center outside the AT&amp;T ILLINOIS franchise area must be entered into the LERG, such that (a) the NPA-NXX is accurately reflected as rated from the out-of-franchise Rate Center, and (b) the NPA-NXX is assigned to Sprint's serving switching entity or POI that is located inside the AT&amp;T ILLINOIS franchise area, and (c) Sprint's switching entity, or POI serving the NPA-NXX, subtends or is homed on an AT&amp;T ILLINOIS tandem.</u></p>		
29.	(3) What is the appropriate language to describe routing of Authorized Services traffic?	Attachment 2 Sections 2.1.5.1, 4.2.2, 4.8.1, 4.8.1.1, 4.8.1.2, 4.8.1.3, 4.8.4, 4.8.5, 4.8.6, 4.8.9	<p>2.1.5.1 Sprint and AT&amp;T ILLINOIS will interconnect directly in each LATA in which they exchange <b>Authorized Services traffic</b> using Trunk Side terminations at voice grade, DS0 or DS1 level; <b>or</b></p> <p>4.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&amp;T ILLINOIS Tandem Office Switch and Sprint's MSC. Type 2A Trunks</p>	<p>2.1.5.1 Sprint and AT&amp;T ILLINOIS will interconnect directly in each LATA in which they exchange <u>IntraMTA Traffic and Switched Access Services traffic</u> using Trunk Side terminations at voice grade, DS0 or DS1 level.</p> <p>4.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&amp;T ILLINOIS Tandem Office Switch and Sprint's MSC. <u>Sprint-to-AT&amp;T</u></p>	<p>AT&amp;T's Section 2.1.5.1 language unnecessarily restricts the type of traffic that the Parties will exchange.</p> <p>AT&amp;T's language is too restrictive in that it fails to acknowledge that the Parties will also be exchanging other types of Authorized Services traffic</p>	

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			<p>may be one-way or two-way.</p> <p>4.8.1 <i>Each Party shall be responsible for the delivery of traffic from its network to the appropriate POI.</i></p> <p>4.8.1.1 <i>Sprint shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by AT&amp;T ILLINOIS to an AT&amp;T ILLINOIS End User Customer or for delivery by AT&amp;T ILLINOIS to a subtending Third Party.</i></p> <p>4.8.1.2 <i>AT&amp;T ILLINOIS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by Sprint or for delivery by Sprint to a subtending Third Party.</i></p>	<p><b><u>ILLINOIS traffic on a Type 2A Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&amp;T ILLINOIS End Office Switch that homes on that AT&amp;T ILLINOIS Tandem Office Switch.</u></b> Type 2A Trunks may be one-way or two-way.</p>	<p>with third parties (e.g. Transit, or Switched Access Services Traffic to/from an IXC) over the Interconnection Trunk Groups.</p> <p>Sprint's 4.8.1 through 4.8.1.3 language accurately addresses each Parties responsibility to route traffic to an appropriate POI in accordance with the LERG, and AT&amp;T has not demonstrated any need for its additional, overly broad language.</p>	

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			<p>4.8.1.3 <i>Except where the Parties utilize IP Interconnection, the Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.</i></p> <p>4.8.4 through 4.8.6, 4.8.9 <i>Sprint's language above requires LERG routing AT&amp;T's language is unnecessary.</i></p>	<p>4.8.4 <u>All terminating traffic delivered by Sprint to a Tandem Office Switch destined for publicly dialable NPA-NXXs served by a switching entity that does not home on that Tandem Office Switch is misrouted. AT&amp;T ILLINOIS shall provide notice to Sprint, pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Sprint shall be given thirty (30) days to cure such misrouting.</u></p> <p>4.8.5 <u>The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG or via the most direct route to avoid inter-tandem routing.</u></p> <p>4.8.6 <u>For Type 2 Trunk Groups, (i.e., Type 2A and Type 2B) Sprint will obtain its own NXX codes from</u></p>		

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				<p><u>the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.</u></p> <p>4.8.9 <u>Sprint shall not route traffic it receives from or through an IXC that is destined for AT&amp;T ILLINOIS' End Office Switches over the Interconnection Trunks provided by AT&amp;T ILLINOIS to Sprint pursuant to this Agreement.</u></p>		
30.	(4) Should AT&T's language regarding the routing of Exchange Access Service traffic be included in Agreement?	Attachment 2 Sections 4.10, 4.10.1, 4.10.2, 4.10.3, 4.10.4, 4.10.4.1, 4.10.5, 4.10.5.1, 4.10.6	<p>4.10 <i><b>Sprint's 4.10.3 language addresses the routing of Exchange Access Traffic that involves an IXC; AT&amp;T's further language is unnecessary.</b></i></p> <p>4.10.1 <i><b>Sprint's 4.10.3 language addresses the routing of Exchange Access Traffic that involves an IXC, and is all that is necessary.</b></i></p>	<p>4.10 <u>Transmission and Routing Of Exchange Access Service Pursuant To Section 251(C)(2):</u></p> <p>4.10.1 <u>This Section provides the terms and conditions for the exchange of traffic between Sprint's End Users and AT&amp;T ILLINOIS's End Users for the transmission and routing of Switched Access Services traffic.</u></p>	<p>No. Sprint is entitled to exchange all traffic, including any Exchange Access traffic, over Interconnection Facilities. It is not required to establish unnecessary facilities to exchange such traffic with either third parties (IXCs) or AT&amp;T.</p> <p>AT&amp;T's 4.10.1 language erroneously suggests that some traffic exchanged between the Parties is "Switched Access Services traffic" that is subject to routing over FGD Trunks and Facilities.</p>	

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			<p>4.10.2 IXC <b>Switched Access Service</b> Traffic</p> <p>4.10.3 <b>Switched Access Service</b> traffic between Sprint and the AT&amp;T ILLINOIS Access Tandem or combined local/Access Tandem <b>that Sprint elects to route to or receive from</b> an Interexchange Carrier (“IXC”) connected with such AT&amp;T ILLINOIS Access Tandem or combined local/Access Tandem, shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface, when AT&amp;T ILLINOIS is not able to record Sprint-originated traffic to an IXC. Sprint also will provide to AT&amp;T ILLINOIS, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Sprint’s network, using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of <b>Switched Access Service</b> traffic between Sprint’s End Users and IXCs, via an AT&amp;T ILLINOIS Access Tandem, or combined local/Access Tandem.</p>	<p>4.10.2 IXC Traffic</p> <p>4.10.3 <u>All</u> traffic between Sprint and the AT&amp;T ILLINOIS Access Tandem or combined local/Access Tandem <b><u>destined to be routed to, or that has been routed from</u></b> an Interexchange Carrier (“IXC”) connected with such AT&amp;T ILLINOIS Access Tandem or combined local/Access Tandem, shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface, when AT&amp;T ILLINOIS is not able to record Sprint-originated traffic to an IXC. Sprint also will provide to AT&amp;T ILLINOIS, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Sprint’s network, using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between Sprint’s End Users and IXCs, via an AT&amp;T ILLINOIS Access Tandem, or combined local/Access Tandem. <b><u>Where a separate Equal Access Trunk Group is used, Sprint is solely financially responsible for</u></b></p>	<p>If Sprint elects to designate AT&amp;T in the LERG to serve as Sprint’s access tandem for traffic to/from an IXC, Sprint is willing to provision an Interconnection “Equal Access Trunk Group” when such conditions exist that result in Sprint actually using such a Trunk Group (See Issue 24). To the extent any such Trunk Groups are necessary, they are subject to being provisioned over Interconnection Facilities and subject to the appropriate Interconnection costing and sharing provisions.</p>	



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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			4.10.4 through 4.10.6 <i><b>Sprint's 4.10.3 language addresses the routing of Exchange Access Traffic that involves an IXC; AT&amp;T's language is unnecessary.</b></i>	<p><u>the Facilities, termination, muxing, Trunk ports and any other equipment used to provide such Equal Access Trunk Groups.</u></p> <p>410.4 Terminating InterMTA Traffic:</p> <p>4.10.4.1 <u>Terminating InterMTA Traffic shall be routed over Sprint's Switched Access Services Trunks and Facilities (FG-D).</u></p> <p>4.10.5 <u>Originating Landline to CMRS InterMTA Traffic:</u></p> <p>4.10.5.1 <u>This traffic is routed over the Local Interconnection Trunks.</u></p> <p>4.10.6 <u>Both Parties agree to abide by the resolution for Ordering and Billing Forum ("OBF") Issue 2308-Recording and Signaling Changes Required to Support Billing.</u></p>	<p>Terminating InterMTA Traffic is simply one subset of 251(b)(5) traffic, and will itself consist of either Exchange Access or Telephone Exchange Service traffic. In any event, the Act contemplates that both types of traffic can be exchanged over Interconnection Facilities. AT&amp;T's section 4.10.4.1 improperly seeks to require the use of non-Interconnection Facilities (i.e., FGD) when Sprint originates an InterMTA call, yet admits that its own originating InterMTA traffic will be sent over Interconnection Facilities.</p> <p>AT&amp;T's section 4.10.6 attempts to interject an unacceptable billing methodology (the use of JIP) within this Agreement. The use of JIP does not accurately jurisdictionalize wireless traffic and, therefore, serves no appropriate purpose in this Agreement.</p>	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
IV Transit Traffic Issues						
31.	(1) Should Transit Traffic Service include traffic originated by a Third Party Originating Carrier?	GTCs Sections 2.121  <b>RESOLVED LANGUAGE IN 2.119 AND 2.120</b>	2.121 “Transit Traffic Service” is a switching and intermediate transport service provided by AT&T ILLINOIS for Transit Traffic between Sprint and a Third Party Terminating Carrier, where Sprint is directly interconnected with an AT&T ILLINOIS Tandem.	2.121 “Transit Traffic Service” is a switching and intermediate transport service provided by AT&T ILLINOIS for Transit Traffic between Sprint and a Third Party <b><u>Originating or</u></b> Terminating Carrier, where Sprint is directly interconnected with an AT&T ILLINOIS Tandem.	Sprint’s language makes it clear that the “Transit Traffic Service” that AT&T provides Sprint is the delivery of Sprint-originated traffic. Third-Party traffic delivered by AT&T to Sprint is function of a service that AT&T provides to its other Third-Party customers that originate traffic which AT&T can deliver to Sprint.	
32.	(2) Should the Agreement require Sprint to enter into compensation arrangements with Third Party Terminating Carriers with which Sprint exchanges traffic that transits AT&T ILLINOIS network?	Attachment 2 Sections 5.3.2, 5.3.2.1	5.3.2 and 5.3.2.1 <b><i>Sprint proposes no language and AT&amp;T’s language is unnecessary.</i></b>	5.3.2 <b><u>Transmission of Traffic.</u></b>  5.3.2.1 <b><u>Sprint will not send traffic to AT&amp;T ILLINOIS that is destined for the network of a Third Party unless Sprint has an agreement to exchange traffic with that Third Party.</u></b>	No. Federal law does not require Sprint to establish ICAs with AT&T’s subtending carriers as a pre-requisite to indirectly Interconnecting and exchange traffic with such carriers via AT&T.	
33.	(3) What are the appropriate indemnification provisions for charges imposed by the Third Party Terminating Carrier to AT&T ILLINOIS?	Attachment 2 Section 5.3.3	5.3.3 If Sprint originates Transit Traffic destined for a Third Party Terminating Carrier with whom Sprint does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T ILLINOIS to pay such Third Party Terminating Carrier for the Transit Traffic AT&T ILLINOIS has delivered to the Third Party Terminating Carrier, then Sprint will indemnify AT&T ILLINOIS for any	5.3.3 If Sprint originates Transit Traffic destined to a Third Party Terminating Carrier with whom Sprint does not have a traffic compensation arrangement, <b><u>then Sprint will indemnify, defend and hold harmless AT&amp;T ILLINOIS against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&amp;T ILLINOIS for</u></b>	No. AT&T is not entitled to indemnification for “any and all” costs a third-party may attempt to levy on AT&T for the delivery of Sprint-originated traffic. Sprint is willing to indemnify AT&T for “valid” third-party Section 251(b)(5) charges associated with such traffic that a regulatory agency or court may order AT&T to pay. Absent such an order, AT&T has no liability for such charges	

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			<b><i>such valid 251(b)(5) termination charges</i></b> related to such regulatory agency or court order. <b><i>The Parties will follow the Indemnification Procedures contained in Section 16.2 of the General Terms and Conditions.</i></b>	<b><u>such Transit Traffic. Furthermore, if Sprint originates Transit Traffic destined for a Third Party Terminating Carrier with whom Sprint does not have a traffic compensation arrangement,</u></b> and a regulatory agency or court orders AT&T ILLINOIS to pay such Third Party Terminating Carrier for the Transit Traffic AT&T ILLINOIS has delivered to the Third Party Terminating Carrier, then Sprint will indemnify AT&T ILLINOIS for any <b><u>and all Losses</u></b> related to such regulatory agency or court order, <b><u>including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&amp;T ILLINOIS may incur to collect any of the foregoing charges, interest or costs from Sprint.</u></b>	unless it voluntarily entered into a legacy contract to pay such charges and, if that is the case, Sprint is not required to indemnify AT&T for charges it voluntarily agrees to pay.	
34.	(4) What terms and conditions related to Transit Traffic Service should be included in the Agreement?	Attachment 2 Sections 5.1.1, 5.2.1, 5.3.4, 5.3.5, 5.4.1, 5.4.2, 5.6	5.1.1 This Section 5 sets forth the rates, terms and conditions for AT&T ILLINOIS's Transit Traffic Service when AT&T ILLINOIS acts as a Transit Service Provider for Sprint. AT&T ILLINOIS's Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications	5.1.1 This Section 5 sets forth the rates, terms and conditions for AT&T ILLINOIS's Transit Traffic Service when AT&T ILLINOIS acts as a Transit Service Provider for Sprint. AT&T ILLINOIS's Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications	Sprint's language makes clear that (1) AT&T provides Sprint the delivery of Sprint-originated traffic, whereas Third-Party traffic delivered by AT&T to Sprint is the function of a service AT&T provides another Third-Party customer that originates traffic that AT&T can deliver to Sprint; (2) an	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			<p>Traffic that does not originate with, or terminate to, AT&amp;T ILLINOIS's End Users. Transit Traffic Service allows Sprint to exchange <b><i>Sprint originated</i></b> traffic with a Third Party Terminating Carrier, to which Sprint is not directly interconnected.</p> <p>5.2.1 AT&amp;T ILLINOIS will provide Sprint with AT&amp;T ILLINOIS's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&amp;T ILLINOIS is interconnected within AT&amp;T ILLINOIS' LATA, or outside of that LATA, to the extent a LATA boundary waiver exists (<b><i>e.g. an InterLATA extended area service situation</i></b>).</p> <p>5.3.4 Sprint shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&amp;T ILLINOIS's network. Sprint shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&amp;T ILLINOIS identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed,</p>	<p>Traffic that does not originate with, or terminate to, AT&amp;T ILLINOIS's End Users. Transit Traffic Service allows Sprint to exchange traffic with a Third Party Terminating Carrier, to which Sprint is not directly interconnected, <b><u>and it allows Sprint to receive traffic originated by a Third Party Originating Carrier.</u></b></p> <p>5.2.1 AT&amp;T ILLINOIS will provide Sprint with AT&amp;T ILLINOIS's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&amp;T ILLINOIS is interconnected, but within AT&amp;T ILLINOIS' LATA, or outside of that LATA, to the extent a LATA boundary waiver exists.</p> <p>5.3.4 Sprint shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&amp;T ILLINOIS's network. Sprint shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&amp;T ILLINOIS identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed,</p>	<p>example of a LATA waiver boundary exception is an InterLATA EAS scenario; (3) indemnity language beyond the General Terms and Conditions indemnity provision is unnecessary; (4) AT&amp;T is not entitled to Sprint indemnification for losses caused by another AT&amp;T Transit customer; and, (5) there is no reason for AT&amp;T's separate reference to "Direct Trunking Requirements" in this section of the Agreement.</p>	

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			<p>and/or incorrectly assigned CPN, then Sprint agrees to cooperate to investigate and take corrective action. If Sprint is sending CPN to AT&amp;T ILLINOIS, but AT&amp;T ILLINOIS is not receiving proper CPN information, then Sprint will work cooperatively with AT&amp;T ILLINOIS to correct the problem.</p> <p>5.3.5 Sprint, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to <b>AT&amp;T ILLINOIS</b> to identify <b>Sprint</b> Transit Traffic to Third Party Terminating Carriers.</p> <p>5.4.1 Sprint shall not charge AT&amp;T ILLINOIS when AT&amp;T ILLINOIS provides Transit Traffic Service <b>to a</b></p>	<p>and/or incorrectly assigned CPN, then Sprint agrees to cooperate to investigate and take corrective action. If Sprint is sending CPN to AT&amp;T ILLINOIS, but AT&amp;T ILLINOIS is not receiving proper CPN information, then Sprint will work cooperatively with AT&amp;T ILLINOIS to correct the problem.</p> <p><b><u>If AT&amp;T ILLINOIS does not receive CPN from Sprint, then AT&amp;T ILLINOIS cannot forward any CPN to the Third Party Terminating Carrier, and Sprint will indemnify, defend and hold harmless AT&amp;T ILLINOIS from any and all Losses arising from Sprint's failure to include CPN with Transit Traffic that AT&amp;T ILLINOIS delivers to a Third Party Terminating Carrier on behalf of Sprint.</u></b></p> <p>5.3.5 Sprint, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.</p> <p>5.4.1. Sprint shall not charge AT&amp;T ILLINOIS when AT&amp;T ILLINOIS provides Transit Traffic Service <b>as the</b></p>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			<p><b><i>Third Party Originating Carrier.</i></b></p> <p>5.4.2 AT&amp;T ILLINOIS will pass the CPN received from the Third Party Originating Carrier to Sprint. If AT&amp;T ILLINOIS or Sprint identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, Sprint agrees to cooperate with AT&amp;T ILLINOIS and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&amp;T ILLINOIS or Sprint is not properly receiving the information, then Sprint will work cooperatively with AT&amp;T ILLINOIS and the Third Party Originating Carrier to correct the problem.</p>	<p><b><u>Transit Service Provider for calls terminated to Sprint.</u></b></p> <p>5.4.2 <b><u>Where AT&amp;T ILLINOIS is providing Transit Traffic Service to Sprint,</u></b> AT&amp;T ILLINOIS will pass the CPN received from the Third Party Originating Carrier to Sprint. <b><u>If AT&amp;T ILLINOIS does not receive CPN from the Third Party Originating Carrier, then AT&amp;T ILLINOIS cannot forward CPN to Sprint; therefore, Sprint will indemnify, defend and hold harmless AT&amp;T ILLINOIS from any and all Losses arising from or related to the lack of CPN in this situation.</u></b> If AT&amp;T ILLINOIS or Sprint identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, Sprint agrees to cooperate with AT&amp;T ILLINOIS and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&amp;T ILLINOIS or Sprint is not properly receiving the information, then Sprint will work cooperatively with AT&amp;T ILLINOIS and the Third Party Originating Carrier to correct the problem.</p>		

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			5.6 Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to Sprint's Agreement and in this Attachment 02, used to route IntraMTA Traffic will be used to route Transit Traffic.	5.6. Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to Sprint's Agreement and in this Attachment 02, used to route IntraMTA Traffic will be used to route Transit Traffic <b><u>for AT&amp;T ILLINOIS Direct Trunking Requirements.</u></b>		
35.	(5) What, if any, additional routing provisions should be included in the Agreement regarding Transit Traffic?	Attachment 2 Sections 5.5.2, 5.5.3	<p>5.5.2 <b><i>Sprint proposes no language; AT&amp;T language is overreaching, unnecessary or covered elsewhere.</i></b></p> <p>5.5.3 <b><i>Except where the Parties utilize IP Interconnection,</i></b> Transit Traffic not routed <b><i>in accordance with this Attachment 02</i></b> shall be considered misrouted. Transit Traffic routed by Sprint through any AT&amp;T ILLINOIS End Office Switch shall be considered misrouted. Upon written notification from AT&amp;T ILLINOIS of misrouting of Transit Traffic, Sprint will correct such misrouting within sixty (60) days.</p>	<p>5.5.2 <b><u>Sprint shall route Transit Traffic to the AT&amp;T ILLINOIS Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.</u></b></p> <p>5.5.3 Transit Traffic not routed <b><u>to the appropriate AT&amp;T ILLINOIS Tandem by Sprint</u></b> shall be considered misrouted. Transit Traffic routed by Sprint through any AT&amp;T ILLINOIS End Office Switch shall be considered misrouted. Upon written notification from AT&amp;T ILLINOIS of misrouting of Transit Traffic, Sprint will correct such misrouting within sixty (60) days.</p>	<p>Sprint and AT&amp;T have proposed language that each will route according to the LERG. Therefore, AT&amp;T's Sprint-only language is both incomplete and unnecessarily duplicative.</p> <p>Sprint's language recognizes that (1) outside the context of IP Interconnection, LERG routing is required, and (2) in the context of IP Interconnection, routing may not necessarily use the exact same historical LERG/tandem routing conventions.</p>	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
V.	Compensation Issues					
V.A.	Traffic Compensation and Related Terms and Conditions					
36.	(1) What categories of Authorized Services traffic are subject to compensation between the Parties?	<p>Attachment 2 Traffic Compensation Sections (Sprint) 6.2, and 6.2.1</p> <p>Attachment 2 Traffic Compensation AT&amp;T Sections 6.1, 6.1.1, 6.2.3, 6.2.3.1, 6.2.3.1.1 through 6.2.3.1.8</p>	<p><b>6.2 <i>Classification of Authorized Services Traffic Usage.</i></b></p> <p><b>6.2.1 <i>Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as (a) IntraMTA Traffic, (b) Non-Toll InterMTA Traffic, (c) Toll InterMTA Traffic, (d) Transit Service Traffic, or (e) VoIP-PSTN Traffic.</i></b></p> <p><b>6.2.3 through 6.2.3.1.8 <i>Sprint proposes no language; AT&amp;T language is overreaching, unnecessary or covered elsewhere.</i></b></p>	<p><b>6.1 <u>Classification of Traffic</u></b></p> <p><b>6.1.1 <u>Telecommunications traffic exchanged between AT&amp;T ILLINOIS and Sprint pursuant to this Agreement will be classified as either IntraMTA Traffic, IXC traffic, or InterMTA Traffic.</u></b></p> <p><b>6.2.3 <u>Traffic Not Subject to Bill-and-Keep.</u></b></p> <p><b>6.2.3.1 <u>Exclusions. Bill-and-keep shall apply solely to the transport and termination of IntraMTA Traffic sent over Interconnection Trunk Groups and shall not apply to the following, including but not limited to:</u></b></p> <p><b>6.2.3.1.1 <u>Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</u></b></p> <p><b>6.2.3.1.2 <u>Toll-free calls, (e.g., 800/888, Information Services</u></b></p>	<p>Sprint's language recognizes that to determine what, if any, compensation may be due on traffic exchanged between the Parties that does not involve an IXC, exchanged traffic falls into one of the following five (5) categories:</p> <ul style="list-style-type: none"> <li>(1) IntraMTA;</li> <li>(2) Non-Toll InterMTA;</li> <li>(3) Toll InterMTA;</li> <li>(4) Transit; or,</li> <li>(5) IP-enabled.</li> </ul> <p>AT&amp;T's overall compensation language is complex and confusing, containing both ambiguity and erroneous compensation treatment as to some traffic categories.</p>	



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				<u>Traffic, 500 and 700 calls);</u>  6.2.3.1.3 <u>Third Party Traffic;</u>  6.2.3.1.4 <u>Non-facility based traffic;</u>  6.2.3.154 <u>Paging Traffic;</u>  6.2.3.1.6 <u>InterMTA Traffic;</u>  6.2.3.1..7 <u>IXC Traffic; and,</u>  6.2.3.1.8 <u>Any other type of traffic found to be exempt from bill-and-keep by the FCC or the Commission.</u>		
37.	(2) Should IntraMTA Traffic be exchanged on a bill and keep basis?	Attachment 2 6.0 Traffic Compensation (Sprint) Sections 6.2.2.1  Attachment 2 6.0 Traffic Compensation (AT&T) Sections 6.2, 6.2.1, 6.2.2	6.2.2.1 <i><b>IntraMTA Traffic originated on the Parties' networks and exchanged between the Parties both directly and indirectly will be bill and keep. Specifically, each Party will bill its End Users for the IntraMTA Traffic originated by such Party and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.</b></i>	<u><b>6.2 Compensation for IntraMTA Authorized Services Interconnection:</b></u>  <u><b>6.2.1 Compensation rates for Interconnection are contained in the Pricing Sheet attached hereto.</b></u>  <u><b>6.2.2 Bill-and-Keep. Subject to the limitations set forth below in Section 6.2.3 below, neither Party shall compensate the other for IntraMTA Traffic exchanged between the Parties; provided, however, that such calls are sent</b></u>	Yes. Sprint's language recognizes that IntraMTA Traffic exchanged between the Parties both directly and indirectly is subject to bill and keep. AT&T's language, however, appears to require IntraMTA traffic to be exchanged over direct Interconnection Trunks before such traffic is subject to bill and keep.	

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				<u><b>over Interconnection Trunks as described in Section 4.0 above</b></u>		
38.	(3) Is IntraMTA traffic that originates on a Party's network and handed off to an IXC for delivery to the other Party subject to bill and keep?	Attachment 2 Sections 4.8.8	4.8.8 If either Party originates IntraMTA Traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party.	4.8.8 If either Party originates IntraMTA Traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. <u><b>Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of such charges for traffic destined to the other Party, when the calling party is the End User of an IXC and not the End User of a Party, or when an IXC delivers traffic to the network of the terminating Party.</b></u>	Yes. Sprint believes the first sentence is sufficient, and the need for the second is not readily apparent.	
39.	(4) What is the appropriate compensation for Non-Toll InterMTA Traffic?	Attachment 2 Traffic Compensation Sections (Sprint) 6.2.2.2  Attachment 2 Traffic Compensation (AT&T) Sections , 6.4, 6.4.1, 6.4.1.1, 6.4.1.2, 6.4.1.3, 6.4.1.4	6.2.2.2 <b><i>Non-Toll Inter MTA Traffic, originated on the Parties' networks and exchanged between the Parties both directly and indirectly will be bill and keep. Specifically, each Party will bill its End Users for the Non-Toll InterMTA Traffic originated by such Party and will be entitled to retain all revenues from such traffic without payment of further compensation to</i></b>		Pursuant to the FCC's CAF Order and resulting amended transitional compensation Rules, the only traffic subject to terminating access charges is "interstate or intrastate exchange access [as] specified in subpart "J" of the FCC's Part 51 amended Rules. "Exchange access" is a statutorily defined term of art that means access to telephone exchange access	

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			<p><b><i>the other Party.</i></b></p> <p>6.4 through 6.4.1.4 <b><i>Sprint’s proposed section 6.2.2.2 Non-toll InterMTA language and Section 6.2.2.3 language addressed InterMTA traffic; AT&amp;T language is overreaching.</i></b></p>	<p>6.4 <b><u>Compensation for InterMTA Traffic:</u></b></p> <p>6.4.1 <b><u>Terminating InterMTA Traffic:</u></b></p> <p>6.4.1.1 <b><u>All Sprint terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&amp;T ILLINOIS’s federal and/or state access service tariffs and is owed and payable to AT&amp;T ILLINOIS. All Sprint terminating InterMTA Traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint from AT&amp;T ILLINOIS’ federal and/or state access service tariffs.</u></b></p> <p>6.4.1.2 <b><u>Sprint terminating InterMTA Traffic shall not be routed over IntraMTA</u></b></p>	<p>services for the purpose of originating or terminating “telephone toll services”. “Telephone toll services” is also a statutorily defined term of art that means service “for which there is made a separate charge not included in contracts with subscribers for exchange service”. AT&amp;T’s proposed language presupposes that all Sprint InterMTA traffic exchanged under this Agreement is telephone toll traffic. However, all but a <i>de minimis</i> volume of Sprint’s InterMTA traffic originates and terminates under nationwide non-toll plans. Therefore, such traffic is not “exchange access” subject to any transitional access pricing charges; and therefore should be treated the same as other non-exchange access traffic, i.e. bill and keep.</p> <p>AT&amp;T has no right to dictate how Sprint will deliver either Exchange Access or Telephone Exchange</p>	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p><u>Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating InterMTA Traffic that is improperly routed over IntraMTA Interconnection or Equal Access trunks, based on data from AT&amp;T ILLINOIS traffic studies, AT&amp;T ILLINOIS is authorized to charge, and Sprint will pay to AT&amp;T ILLINOIS for such traffic, the Terminating InterMTA Traffic rate stated in the applicable intrastate and/or interstate Switched Access tariff(s).</u></p> <p>6.4.1.3 <u>Sprint agrees to provide Jurisdictional Information Parameter (“JIP”) in the call record for all Sprint-originated IntraMTA and InterMTA Traffic, as set forth in ATIS’ Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&amp;T ILLINOIS will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint fails to populate JIP in accordance with the industry standard, then AT&amp;T</u></p>	<p>Service traffic, much less dictate that any traffic must be delivered via AT&amp;T’s switched access FGD facilities in order to somehow make that traffic subject to AT&amp;T’s “federal and/or state access service tariffs.”</p> <p>There is no need for AT&amp;T’s unnecessarily complex and administratively burdensome language regarding JIP and traffic studies.</p>	

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				<p><u>ILLINOIS will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO") to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.</u></p> <p><u>6.4.1.4 AT&amp;T ILLINOIS will perform traffic studies quarterly to determine if Sprint is sending terminating InterMTA Traffic over Local Interconnection or Equal Access trunks. If Sprint is sending such traffic, AT&amp;T ILLINOIS will update the percentage of terminating InterMTA Traffic billed to Sprint in accordance with results of such studies. AT&amp;T ILLINOIS agrees to notify Sprint of updates to the terminating InterMTA Traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA Traffic for the following quarter. Further, the Parties agree that amounts</u></p>		

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				<u>owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms &amp; Conditions.</u>		
40.	(5) What is the appropriate compensation for Toll InterMTA Traffic?	Attachment 2 Sprint Section 6.2.2.3	<b>6.2.2.3 <i>Toll InterMTA Traffic originated on the Parties' networks and exchanged directly between the Parties will be billed by the terminating Party and compensated by the originating Party at the applicable transition interstate switched access rate as identified in the Pricing Sheet to this Agreement. The Parties acknowledge, however, that the amount of Toll InterMTA traffic, if any, is de minimus and, accordingly, will be treated the same as Non-Toll InterMTA Traffic.</i></b>		The only Sprint delivered traffic that is Exchange Access subject to switched access charges is that traffic associated with Sprint legacy plans that imposed separate toll charges for calls outside the subscriber's predefined home calling area. Such legacy plans are now almost non-existent. In light of its dwindling nature, both as to volume and the FCC's transitional pricing mechanisms, it would be administratively burdensome to identify such traffic for purposes of this Agreement.	
41.	(6) Is either Party entitled to collect compensation on any of its originated traffic? If so, what originated traffic is subject to such compensation and at what rate?	Attachment 2 Sprint Section 6.1  AT&T Section 6.4.2, 6.4.2.1, 6.4.2.2	<b>6.1 <i>An originating Party will only compensate the terminating Party for traffic originated by the originating Party. Under no circumstances will a Party be charged for traffic originated by the other Party.</i></b>  <b>6.4.2 through 6.4.2.2 <i>Sprint's proposed section 6.2.2.2 Non-toll</i></b>	<b>6.4. 2 <u>Originating Landline-to-Sprint InterMTA Traffic:</u></b>	No. Under FCC Rule 51.703(b), AT&T may not assess charges on Sprint for IntraMTA traffic originated on AT&T's network. Regarding, AT&T's originating InterMTA landline to mobile traffic, such traffic will be non-toll 7-digit dialed traffic (i.e., it is not Exchange Access), and therefore, AT&T is not entitled to assess any	

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			<b><i>InterMTA language and Section 6.2.2.3 language addressed InterMTA traffic; AT&amp;T language is overreaching.</i></b>	<p>6.4.2.1 <u>For AT&amp;T ILLINOIS originated landline-to-Sprint traffic that, at the beginning of the call: (a) originates on AT&amp;T ILLINOIS's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User located in another MTA, AT&amp;T ILLINOIS shall charge and Sprint shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA Traffic, and shall be billed in accordance with the applicable Switched Access intrastate and/or interstate tariff(s). Sprint shall not charge and AT&amp;T ILLINOIS shall not pay reciprocal compensation for originating landline-to-Sprint InterMTA Traffic.</u></p> <p>6.4.2.2 <u>Until such time as the Parties can measure originating landline-to-Sprint Inter-MTA Traffic, a surrogate usage percentage, as stated in the Pricing Sheet attached hereto, will be applied to the total minutes originated by AT&amp;T ILLINOIS's</u></p>	originating switched access charges	

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				<u>End Users that are delivered to Sprint's network over the Interconnection Trunks.</u>		
<b>V.B Interconnected VoIP Compensation</b>						
42.	(1) What compensation rates, terms and conditions for "VoIP-PSTN Traffic"?	Attachment 2 Sprint Section 6.2.2.5  AT&T Section 6.1.2	6.2.2.5 <b><i>VoIP PSTN Traffic (including, without limitation, voice over Internet protocol ("VoIP") traffic) exchanged between the Parties shall be considered, as appropriate, IntraMTA Traffic, Non-Toll InterMTA Traffic, Toll InterMTA Traffic, or Transit Services Traffic, and compensation for such traffic shall be at the applicable rate. Accordingly, no additional or separate measurement or tracking of VoIP-PSTN Traffic shall be necessary.</i></b>	6.1.2 <b><u>IP-enabled (including, without limitation, voice over Internet protocol ("VoIP") traffic between the Parties in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call.</u></b>	AT&T's proposed language presumes that compensation is based upon end points of a call, as opposed to whether or not a call is Telephone Exchange Service or Exchange Access traffic. Sprint's language appropriately treats VoIP-PSTN traffic no differently than other traffic, based upon its status as either Telephone Exchange Service or Exchange Access traffic.	
<b>V.C. Transit Traffic Compensation</b>						
43.	(1) What is the appropriate rate that a Transit Service Provider should charge for Transit Traffic Service?	Attachment 2 Sections 5.8.1 Sprint Section 6.2.2.4	5.8.1 Unless otherwise specified, the applicable Transit Traffic Service rate applies to all <b><i>Sprint originated</i></b> Transit Traffic MOUs. Sprint agrees to compensate AT&T ILLINOIS as a Transit Service Provider at the rate set forth in the Pricing Sheet.  6.2.2.4 <b><i>Transit Services Traffic provided pursuant to this Agreement will be compensated at</i></b>	5.8.1 Unless otherwise specified, the Transit Traffic Service rate applies to all Transit Traffic MOUs. Sprint agrees to compensate AT&T Illinois at the Transit Traffic Service rate set for in the Pricing Sheet.	Sprint's 5.8.1 language makes it expressly clear that the Transit charge only applies to Sprint-originated Traffic.  Sprint's 6.2.2.4 sets an appropriate Transit rate at \$0.00035 based on AT&T's use of the ISP \$0.0007 rate,	



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			<i>the appropriate rate agreed to between the Parties. As of the Effective Date, the Transit Traffic Service rate per minute of use is \$0.00035.</i>		recognizing that Transit functions represent less than ½ of the same functions AT&T performs when it charges the \$0.0007 rate.	
<b>V.D. Interconnection Facilities Pricing and Cost Sharing</b>						
44.	(1) Should Interconnection Facilities provided by AT&T be priced at cost based (i.e. TELRIC) rates?	Attachment 2 Sections 3.8, 3.8.1	3.8 <b>Interconnection Facilities Costs</b>  3.8.1 <b>Beginning with the Effective Date, regardless of how previously ordered, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&amp;T ILLINOIS for Interconnection Facilities that AT&amp;T ILLINOIS provides to Sprint shall be provided at forward looking TELRIC (Total Element Long Run Incremental Cost) based rates.</b>		Yes. Sprint is entitled to the appropriate TELRIC-based rates for the Interconnection Facilities, regardless of how such Facilities may have originally been ordered.	
45.	(2) If the answer to V.D.(1) is yes, should Sprint's proposed language governing Interconnection Facilities/Arrangements and rates be included in the Agreement?	Attachment 2 Sections 3.5.2, 3.8.2, 3.8.2.1, 3.8.2.2	3.5.2 AT&T ILLINOIS shall provide Sprint existing Interconnection Facilities when used for Interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the TELRIC based rates set forth in the Pricing Sheets <b>attached hereto and incorporated by this reference.</b> An Interconnection Facility is existing if, at the time of Sprint's request, the	3.5.2 AT&T ILLINOIS shall provide Sprint existing Interconnection Facilities when used <b>solely</b> for Interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets. An Interconnection Facility is existing if, at the time of Sprint's request, the facility is present in AT&T ILLINOIS' network and available for	Yes. As Sprint stated in Issue [20] above, Sprint is entitled to obtain TELRIC pricing treatment for Interconnection Facilities, even when the underlying transport facility is used for Interconnection and other purposes.  The applicable TELRIC-based pricing should be included on the Pricing Sheets attached to and incorporated into this Agreement. Any Commission-approved revisions	

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			<p>facility is present in AT&amp;T ILLINOIS' network and available for use as an Interconnection Facility and no special construction is required.</p> <p><b>3.8.2 For purposes of effecting TELRIC based rates the following will apply on a DS1/DS1 equivalents basis:</b></p> <p><b>3.8.2.1 The rate charged by AT&amp;T ILLINOIS for Interconnection Facilities will be the Rates/Charges set forth in the Pricing Attachment and Pricing Sheets (the TELRIC-based rates established by the Illinois Commerce Commission in Docket Nos. 96-0569 and 96-0486; or</b></p> <p><b>3.8.2.2 Upon approval by the Commission of an AT&amp;T ILLINOIS forward looking economic cost study in any arbitration proceeding or other cost proceeding subsequent to the effective date of this Agreement, such approved TELRIC-based Rates/Charges shall be immediately available to Sprint without amendment to the Agreement and or Pricing Sheets.</b></p>	use as an Interconnection Facility and no special construction is required.	thereto should be immediately provided to Sprint without the need for a further amendment to the Agreement.	

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46.	(3) Should Interconnection Facilities cost be equally shared (50/50 basis)?	Attachment 2 Sections 3.9, 3.9.1, 3.9.2	<p><b>3.9 <i>Interconnection Facilities Sharing</i></b></p> <p><b>3.9.1 <i>As of the Effective Date the recurring and non-recurring costs of Interconnection Facilities utilizing two-way Trunks shall be equally shared by the Parties. AT&amp;T ILLINOIS shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&amp;T ILLINOIS to Sprint.</i></b></p> <p><b>3.9.2 <i>When a Party establishes Interconnection Facilities using one-way Trunks, the Party utilizing such Facility is responsible for all recurring and non-recurring costs of that Facility.</i></b></p>		Yes. Sprint's position is consistent with 47 C.F.R. § 51.709(b), which would require AT&T as the provider of a Facility to only charge Sprint for the portion of the Facility used by Sprint to originate Sprint Traffic. Sprint's 50/50 proposal is administratively easy to implement and consistent with the FCC's acknowledgement in its CAF order that any given call benefits both Parties.	
47.	(4) Should the Billing Party discount the invoice for Interconnection Facilities by fifty (50%) to reflect an equal sharing of the costs?	Attachment 2 Sections 3.9.3 and 3.9.3.1  Pricing Schedule Sections 1.3.2, 1.3.3, 1.4.2	<p><b>3.9.3 <i>Except to the extent otherwise provided in Section 3.8 and this Section 3.9, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other services subject to the terms and conditions of this Agreement.</i></b></p>		Yes. When AT&T bills Sprint for Interconnection Facilities, AT&T should discount the Interconnection-related charges by 50%. This is administratively easy to implement. AT&T should not bill an undiscounted charged and then require Sprint to separately seek a credit or render a "counter-bill" to obtain the benefit of the discounted amount. The FCC's rules clearly expected the original	

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			<p>3.9.3.1 <i>Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for Interconnection Facilities utilizing two-way trunking, the Billing Party will reduce its charges for such Facilities by 50%. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities Equipment charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i></p> <p>Pricing Schedule 1.32 <i>Recurring Charges for monthly-rated Interconnection-Services shall be equally shared by the Parties.</i></p> <p>1.33 <i>A Party shall bill for monthly-rated Interconnection-Services charges which are equally shared. The Billing Party will reduce its charges to the Billed Party by fifty (50%) percent and reflect such reduction on its invoice.</i></p>	Pricing Schedule	billing party to adjust its bills. See 47 C.F.R. § 51.709(b).	

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			1.4.2 <b><i>Except as otherwise provided in this Agreement, or for orders initiated in response to a request by AT&amp;T ILLINOIS</i></b> , Sprint shall pay <b><i>its equal share</i></b> of any applicable service order processing/administration charges for each service order submitted by Sprint to AT&T ILLINOIS to process requests for installation, disconnection, rearrangement, change, or record order as appropriate under this Agreement. <b><i>For orders initiated in response to requests by AT&amp;T for which Sprint does not otherwise have an obligation under this Agreement, Sprint is not responsible for any applicable service order processing/administration charges.</i></b>	1.4.2 Sprint shall pay any applicable service order processing/administration charges for each service order submitted by Sprint to AT&T ILLINOIS to process requests for installation, disconnection, rearrangement, change, or record order as appropriate under this Agreement.		
48.	(5) For what Trunk types, if any, may AT&T impose a non-recurring and/or recurring charge? If AT&T may impose such charge, (a) by Trunk type, what is the amount of such charge(s), and (b) when are such charges equally shared?	Attachment 2 Sections 4.3.1, 4.3.1.1, 4.3.1.2, 4.3.1.3	4.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. For the purpose of this Agreement in AT&T ILLINOIS only, <b><i>except as otherwise provided in this Section 4.3</i></b> , neither Party will charge the other Party monthly recurring charges <b><i>associated with</i></b> Interconnection Trunks, <b><i>however, AT&amp;T ILLINOIS may charge the non-</i></b>	4.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. For the purpose of this Agreement in AT&T ILLINOIS only, neither Party will charge the other Party monthly recurring charges <b><u>for Interconnection Trunks (i.e., Trunks established for the mutual exchange of IntraMTA Traffic)</u></b> . For avoidance of doubt, AT&T ILLINOIS	Sprint's position is that all Trunks referred to in this Agreement except for 911 Trunks, are considered to be Interconnection Trunks for which there should be 1) only a TELRIC-based, shared non-recurring charge, and 2) no recurring charges. Sprint agrees to pay applicable, reasonable 911 Trunk charges, subject to the requirement that AT&T may only charge Sprint the lowest cost that	

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			<p><b><i>recurring charge identified on the Pricing Sheet, if any, which will be a TELRIC-based rate and equally shared by the Parties</i></b> . For avoidance of doubt, AT&amp;T ILLINOIS retains its right to bill, <b><i>as otherwise provided in this Agreement</i></b>, for the DS1s utilized for Interconnection Trunk Groups, independent of Interconnection Trunks.</p> <p><b><i>4.3.1.1 Mass Calling Trunks are Interconnection Trunks subject to Section 4.3.7 of this Agreement;</i></b></p> <p><b><i>4.3.1.2 911 Trunks are subject to the non-recurring and monthly recurring charges, identified on the Pricing Sheet. If AT&amp;T ILLINOIS provides 911 Trunks to any other carrier at lower charge(s), AT&amp;T ILLINOIS will provide such lower charge(s) to Sprint.</i></b></p> <p><b><i>4.3.1.3 Sprint does not obtain OS/DA services from AT&amp;T and, therefore, no OS/DA Trunks will be provisioned under this Agreement .</i></b></p>	retains its right to bill, for the DS1s utilized for Interconnection Trunk Groups, independent of Interconnection Trunks.	AT&T charges any other carrier for such 911 Trunks.	
49.	(6) Should AT&T require Sprint to issue ASRs and be allowed to charge Sprint for any billing	Attachment 2 Sections 3.5.4, 3.8.3, 3.8.4	<b><i>3.5.4 Sprint proposed Sections 3.8.3 and 3.8.4 language below addresses the implementation of pricing changes associated with</i></b>	<b><u>3.5.4 Sprint must submit Access Service Requests (“ASRs”) to AT&amp;T ILLINOIS to perform conversions for reclassifications of the</u></b>	No. Any changes to Interconnection Facilities and Trunking charges associated with the implementation of this Agreement can be handled as	

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	reclassifications or changes to the existing interconnection arrangements to receive TELRIC-based rates?		<p><b><i>this Agreement.</i></b></p> <p><b><i>3.8.3 AT&amp;T ILLINOIS shall implement all changes or reductions for previously established Interconnection Facilities as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced TELRIC based Rates/Charges for Interconnection Facilities. AT&amp;T ILLINOIS and Sprint will cooperate to identify the existing Interconnection Facilities and implement the rate changes or reductions on a project basis within 90 calendar days of the Effective Date of this Agreement. For the sake of clarity, AT&amp;T ILLINOIS will true-up and implement the billing adjustments retroactively to the</i></b></p>	<p><b><u>wholesale service or group of wholesale services to an Entrance Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. AT&amp;T ILLINOIS will follow project guidelines as described in Section 4.6.4.</u></b></p>	non-chargeable record-keeping billing adjustments.	

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			<p><b><i>Effective Date of the Agreement.</i></b></p> <p>3.8.4 <b><i>Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement.</i></b></p>			
VI. BILL AND PAYMENT ISSUES						
VI.A Deposits						
50.	(1) Should the definition of "Cash Deposit and "Letter of Credit" be Party neutral?	GT&C's Sections 2.20, 2.68	<p>2.20 "Cash Deposit" means a cash security deposit in U.S. dollars held by <b><i>a Party.</i></b></p> <p>2.68 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to <b><i>a Party</i></b> naming <b><i>such Party and/or its applicable designated affiliate</i></b> as the beneficiary (ies) thereof.</p>	<p>2.20 "Cash Deposit" means a cash security deposit in U.S. dollars held by <b><u>AT&amp;T-ILLINOIS.</u></b></p> <p>2.68 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to <b><u>AT&amp;T ILLINOIS</u></b> naming <b><u>AT&amp;T ILLINOIS</u></b> as the beneficiary(ies) thereof <b><u>and otherwise on the AT&amp;T ILLINOIS Letter of Credit form.</u></b></p>	Depending upon how other issues may be resolved, Sprint's definitions recognize that there may be mutual billing under this Agreement and, therefore, the definitions need to address that possibility.	



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51.	(2) What assurance of payment language should be included in the Agreement?	GT&C's Sprint Sections 9.0 through 9.7  AT&T Sections 9.0 through 9.14	<p>9.0 Assurance of Payment</p> <p>9.1 <i><b>Based upon the Parties' experience throughout the time any interconnection agreement between the Parties has been in effect, no deposit amount is required from either Party as of the Effective Date.</b></i></p> <p>9.2. <i><b>If (i) the Billed Party does not pay undisputed charges due under this Agreement for more than fifteen (15) business days after the original Bill Due Date(s), (ii) Billed Party does not cure such failure to pay within ten (10) days of Billing Party's subsequent written notice to Billed Party of such non-payment, and (iii) Billed Party's total unpaid undisputed charges due under this Agreement is more than one-hundred thousand dollars (\$100,000.00), then Billing Party may request the Billed Party, during the term of this Agreement, to tender a deposit in an amount to be determined by the Billing Party in good faith using the standards set forth in Section 9.3.</b></i></p> <p>9.3 <i><b>Billing Party will rely upon commercially reasonable factors to</b></i></p>	<p>9.0 Assurance of Payment</p> <p>9.1 <u><b>Upon request by AT&amp;T ILLINOIS, Sprint will provide AT&amp;T ILLINOIS with the AT&amp;T ILLINOIS Credit Profile form and provide information to AT&amp;T ILLINOIS regarding Sprint's credit and financial condition.</b></u></p> <p>9.2 <u><b>Assurance of payment may be requested by AT&amp;T ILLINOIS:</b></u></p> <p>9.2.1 <u><b>If based on AT&amp;T ILLINOIS's analysis of the AT&amp;T ILLINOIS Credit Profile and other relevant information regarding Sprint's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of Sprint. Such impairment will be determined from information available from Third Party financial sources; or</b></u></p> <p>9.2.2 <u><b>Sprint fails to timely pay a bill rendered to Sprint by AT&amp;T ILLINOIS (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section</b></u></p>	<p>Sprint's language should be included in the Agreement. Sprint's language imposes reasonable constraints that will prevent a Party from demanding a deposit unless warranted by extreme circumstances. Absent such circumstances there is too great a risk that a Party could attempt to use a deposit mechanism as a competitive weapon t needlessly encumber the Billed Party's capital.</p>	

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			<p><i>determine the need for and amount of any Deposit. These factors may include, but are not limited to, payment history, number of years in business, history or service with Billing Party, bankruptcy history, current account treatment status and financial statement analysis. Upon the conclusion of this review, if the Billing Party continues to request a Deposit, at the Billed Party's written request, Billing Party will provide an explanation in writing to the Billed Party justifying such request for a Deposit.</i></p> <p>9.4 <i>The Billed Party will satisfy the deposit request within thirty (30) days following the request or explanation therefore, unless the Billed Party disagrees with the request for deposit and invokes Dispute Resolution.</i></p> <p>9.5 <i>In no event, however, will the total amount being held in Deposit exceed the lesser of Billed Party's total monthly billing under this Agreement for one month or fifty-thousand dollars (\$50,000.00). Such Deposit shall take the form, at Billed Party's option, of cash, an</i></p>	<p><u>11.3 below); and/or</u></p> <p>9.2.3 <u>Sprint's gross monthly billing has increased. AT&amp;T ILLINOIS reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Sprint's "accounts receivables and proceeds"; or</u></p> <p>9.2.4 <u>When Sprint admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.</u></p> <p>9.3 <u>If AT&amp;T ILLINOIS requires Sprint to provide a security deposit, Sprint shall provide such security deposit prior to the inauguration of</u></p>		

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			<p><b><i>Irrevocable Letter of Credit, or Surety Bond. Interest at the rate of 10% per year will be paid to Billed Party for any period that a cash deposit is held by Billing Party.</i></b></p> <p>9.6 <b><i>Any deposit will be held by Billing Party as guarantee for the payment of charges. A Deposit does not relieve Billed Party of the responsibility for the prompt payment of bills. Interest at the rate of 10% per year will be paid to Billed Party for any period that a Cash Deposit is held by Billing Party.</i></b></p> <p>9.7 <b><i>If during the course of this Agreement the Billed Party paying a Deposit establishes a minimum of twelve (12) consecutive months good payment history with the Billing Party, the Billing Party holding a Deposit shall return the Deposit, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive months good</i></b></p>	<p><b><u>service or within fifteen (15) calendar days of AT&amp;T ILLINOIS's request, as applicable. Deposit request notices will be sent to Sprint via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&amp;T ILLINOIS's applicable tariff.</u></b></p> <p>9.4 <b><u>Unless otherwise agreed by the Parties, the assurance of payment will consist of:</u></b></p> <p>9.4.1 <b><u>a Cash Deposit; or</u></b></p> <p>9.4.2 <b><u>a Letter of Credit; or</u></b></p> <p>9.4.3 <b><u>a Surety Bond.</u></b></p> <p>9.5 <b><u>The Cash Deposit Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and</u></b></p>		

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			<i>payment history, the Billed Party's payment record for the most recent twelve (12) monthly billings shall be considered..</i>	<p><u>advance payments), as reasonably determined by AT&amp;T ILLINOIS, for the Interconnection product and/or services, and Collocation or any other functions, facilities, products and/or services to be furnished by AT&amp;T ILLINOIS under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Sprint has received service from AT&amp;T ILLINOIS during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Sprint or AT&amp;T ILLINOIS has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Sprint and AT&amp;T ILLINOIS shall agree on a level of estimated billings based on all relevant information.</u></p> <p>9.6 <u>To the extent that AT&amp;T ILLINOIS elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash</u></p>		

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**Sprint and AT&T ILLINOIS**

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p><u>Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.</u></p> <p>9.7 <u>Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the applicable AT&amp;T ILLINOIS state tariff. AT&amp;T ILLINOIS will not pay interest on a Letter of Credit or a Surety Bond.</u></p> <p>9.8 <u>AT&amp;T ILLINOIS may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:</u></p> <p>9.8.1 <u>Sprint owes AT&amp;T ILLINOIS undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or</u></p> <p>9.8.2 <u>Sprint admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts</u></p>		

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				<p><u>or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or</u></p> <p>9.8.3 <u>The expiration or termination of this Agreement.</u></p> <p>9.9 <u>If AT&amp;T ILLINOIS draws on the Letter of Credit or Cash Deposit, upon request by AT&amp;T ILLINOIS, Sprint will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 9.4 above.</u></p> <p>9.10 <u>Notwithstanding anything else set forth in this Agreement, if AT&amp;T ILLINOIS makes a request for assurance of payment in accordance with the terms of this Section 9.0 then AT&amp;T ILLINOIS shall have no obligation thereafter to perform under this Agreement until such time as Sprint has furnished AT&amp;T ILLINOIS with the assurance of payment requested; provided, however, that AT&amp;T ILLINOIS will permit Sprint a minimum of fifteen (15) calendar days to respond to a request for</u></p>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p><u>assurance of payment before invoking charges as set forth in this Section 9.0.</u></p> <p>9.11 <u>In the event Sprint fails to provide AT&amp;T ILLINOIS with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Sprint may be suspended, discontinued or terminated in accordance with the terms of this Section. Upon termination of services, AT&amp;T ILLINOIS shall apply any security deposit to Sprint's final bill for its account(s). If Sprint fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&amp;T ILLINOIS may also invoke the provisions set forth in Section 12.0 below.</u></p> <p>9.12 <u>A Cash Deposit held by AT&amp;T ILLINOIS shall be returned to Sprint if the following conditions have been met:</u></p>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p>9.12.1 <u>Payment was made on bills rendered to Sprint by AT&amp;T ILLINOIS (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section 11.3 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and</u></p> <p>9.12.2 <u>There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about Sprint that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.</u></p> <p>9.13 <u>The fact that a Cash Deposit or Letter of Credit is requested by AT&amp;T ILLINOIS shall in no way relieve Sprint from timely</u></p>		



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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p><u>compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.</u></p> <p>9.14 <u>At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Sprint as security under this Agreement, Sprint shall renew such Letter of Credit or provide AT&amp;T ILLINOIS with evidence that Sprint has obtained a suitable replacement for the Letter of Credit. If Sprint fails to comply with the foregoing, AT&amp;T ILLINOIS shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for Sprint accounts(s). If Sprint provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, Sprint shall renew the</u></p>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<u>Surety Bond or provide AT&amp;T ILLINOIS with evidence that Sprint has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If Sprint fails to comply with the foregoing, AT&amp;T ILLINOIS shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Sprint's account(s). If the credit rating of any bonding company that has provided Sprint with a Surety Bond provided as security hereunder has fallen below "B", AT&amp;T ILLINOIS will provide written notice to Sprint that Sprint must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&amp;T ILLINOIS's written notice. If Sprint fails to comply with the foregoing, AT&amp;T ILLINOIS shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Sprint's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&amp;T ILLINOIS shall be authorized to draw down the full amount of any</u>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<u><b>Letter of Credit or take action on any Surety Bond provided by Sprint as security hereunder if Sprint defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.</b></u>		
VI.B Escrow						
52.	(1) Is it appropriate to include good faith disputes in the definitions of Non-Paying Party "Past Due", or "Unpaid Charges?"	GT&Cs Sections 2.77, 2.86 2.124	<p>2.77 "Non-Paying Party" means the Party that has not made payment <b>of undisputed amounts</b> by the Bill Due Date of all amounts within the bill rendered by the Billing Party.</p> <p>2.86 "Past Due" means when Billed Party fails to remit payment for any <b>undisputed</b> charges by the Bill Due Date, or if payment for any portion of the <b>undisputed</b> charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the <b>undisputed</b> charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due.</p> <p>2.124 "Unpaid Charges" means any <b>undisputed</b> charges billed to the Non-Paying Party that the Non-Paying</p>	<p>2.77 "Non-Paying Party" means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.</p> <p>2.86 "Past Due" means when Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due.</p> <p>2.124 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not</p>	No. A Party should be entitled to file good faith disputes without the "disputed" amount being considered to be "Past Due" or the charges to be considered "Unpaid". Sprint's language makes clear that "undisputed amounts" remain subject to being paid on a timely basis.	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p>10.8.1.1 <u>The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if its total Disputed Amounts not paid into escrow do not exceed \$15,000.</u></p> <p>10.8.1.2 <u>The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if it has established a minimum of 12 consecutive months of timely payment history and its total outstanding and unpaid invoice charges do not exceed 10 percent of the then-current monthly billing to said Non-Paying Party.</u></p> <p>10.8.1.3 <u>If the Billed Party believes in good faith that a billed amount is incorrect by reason of a clerical, or arithmetic error (e.g., erroneous use of a \$0.50 rate when applicable rate for the service billed is \$0.05, or multiplication by 1220 units when actual number of units was 220), the Billed Party may dispute the bill by bringing the asserted error to the Billing Party's attention without paying the Disputed Amount into an escrow account. Upon the assertion of such a dispute,</u></p>		

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				<p><u>10.8.1.3.1 If the Billing Party agrees in all respects with the Billed Party's assertion of the error, the Billing Party will correct the error.</u></p> <p><u>10.8.1.3.2 If the Billing Party agrees that a billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is required to pay or escrow pending resolution of the dispute, with the amount of any required escrow to be reasonable under the circumstances. The Non-Paying Party shall pay into escrow as set forth in Section 10.9 below the amount reasonably specified by the Billing Party within five business days of its receipt of such specification, and if (but only if) the Non-Paying Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the dispute, on the date on which the Billed Party initially disputed the bill under subsection 10.8.1.3.</u></p>		

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				<p>10.8.1.3.3 <u>If the Billing Party determines in good faith that no billing error has occurred, the Billing Party will so notify the Non-Paying Party, and may demand that the Non-Paying Party pay the Disputed Amount into escrow if it wishes to dispute the bill. Within five business days of its receipt of such a demand, the Disputing Party shall pay the Disputed Amount into an interest bearing escrow account as set forth in Section 10.9 below, and if (but only if) the Disputing Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the billing dispute, as of the date on which the Billed Party initially disputed the bill under subsection 10.8.1.3.</u></p> <p>10.9 <u>Requirements to Establish Escrow Accounts:</u></p> <p>10.9.1 <u>To be acceptable, the Third Party escrow agent must meet all of the following criteria:</u></p> <p>10.9.1.1 <u>The financial institution proposed as the Third Party escrow agent must be located within the</u></p>		

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				<p><b><u>continental United States;</u></b></p> <p>10.9.1. <b><u>The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u></b></p> <p>10.9.1.3 <b><u>The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u></b></p> <p>10.9.2 <b><u>In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</u></b></p> <p>10.9.2.1 <b><u>The escrow account must be an interest bearing account;</u></b></p> <p>10.9.2.2 <b><u>all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u></b></p> <p>10.9.2.3 <b><u>that none of the funds deposited into the escrow account</u></b></p>		



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				<p><u>or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</u></p> <p>10.9.2.4 <u>all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</u></p> <p>10.9.2.5 <u>disbursements from the escrow account will be limited to those:</u></p> <p>10.9.2.5.1 <u>authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or</u></p> <p>10.9.2.5.2 <u>made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7 of the General Terms and Conditions; or</u></p> <p>10.9.2.5.3 <u>made in accordance with the final, non-appealable order of the court that had jurisdiction to</u></p>		

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			<p>10.12 If <b>a</b> Party disputes any charges, <b><i>upon resolution of such dispute</i></b>, the Parties will cooperate to ensure that the following action are completed:</p> <p>10.12.1 the Billing Party will credit the invoice of the <b><i>Billed</i></b> Party for that portion of the Disputed Amounts resolved in favor of the <b><i>Billed</i></b> Party, together with any Late Payment Charges assessed with respect thereto, no later than the <b><i>next available invoice cycle</i></b> after resolution of the dispute;</p> <p>10.12.2 <b><i>Sprint's section 10.8 and other language in 10.12 addresses Billing Disputes.</i></b></p> <p>10.12.3 the portion of the Disputed</p>	<p><b><u>enter the arbitrator's award pursuant to Section 12.7 below.</u></b></p> <p>10.12 If <b><u>the Non-Paying</u></b> Party disputes any charges <b><u>and any portion of the dispute is resolved in favor of such Non-Paying Party</u></b>, the Parties will cooperate to ensure that <b><u>all of</u></b> the following actions are completed:</p> <p>10.12.1 the Billing Party will credit the invoice of the <b><i>Non-Paying</i></b> Party for that portion of the Disputed Amounts resolved in favor of the <b><u>Non-Paying</u></b> Party, together with any Late Payment Charges assessed with respect thereto, <b><u>and all bank charges associated with opening and maintaining the escrow account</u></b>, no later than the <b><u>second Bill Due Date</u></b> after resolution of the dispute;</p> <p>10.12.2 <b><u>within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u></b></p> <p>10.12.3 <b><u>within ten (10) Business</u></b></p>		

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			<p>Amounts resolved in favor of the Billing Party will be <b><i>paid</i></b> to the Billing Party, together with any <b><i>Late Payment Charges assessed with respect thereto no later than the next available invoice cycle after the resolution of the dispute.</i></b></p> <p>10.12.4 <b><i>Sprint's section 10.8 and other language in 10.12 addresses Billing Disputes.</i></b></p> <p>10.13 <b><i>Sprint's section 10.8 and other language in 10.12 addresses Billing Disputes.</i></b></p> <p>11.3.3 <b><i>Sprint's section 10.8 and other language in 10.12 addresses</i></b></p>	<p><b><u>Days after resolution of the dispute,</u></b> the portion of the <b><u>escrowed</u></b> Disputed Amounts resolved in favor of the Billing Party will be <b><u>released</u></b> to the Billing Party, together with any <b><u>interest accrued; and</u></b></p> <p>10.12.4 <b><u>no later than the third (3<sup>rd</sup>) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.3 above.</u></b></p> <p>10.13 <b><u>If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.12.1 above and Section 10.12.3 above are completed within the times specified therein.</u></b></p> <p>11.3.3 <b><u>pay all Disputed Amounts into an interest bearing escrow</u></b></p>		

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			<p><b><i>Billing Disputes.</i></b></p> <p>11.3.4 <b><i>Sprint’s section 10.8 and other language in 10.12 addresses Billing Disputes.</i></b></p> <p>11.5.2 <b><i>Sprint’s section 10.8 and other language in 10.12 addresses Billing Disputes.</i></b></p>	<p><u>account that complies with the requirements set forth in Section 10.8 above; and</u></p> <p>11.3.4 <u>furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.9 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 12.0 below.</u></p> <p>11.5.2 <u>deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.9 above within the time specified in Section</u></p>		

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			12.4.2 <i>Sprint's section 10.8 and other language in 10.12 addresses Billing Disputes.</i>	<u>11.1 above.</u>  12.4.2 <u>When Sprint is the Disputing Party, Sprint must provide evidence to AT&amp;T ILLINOIS that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.9 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a "dispute" ....</u>		
VI.C General Billing Provisions						
54.	(1) What general billing provisions should be included in the GT&Cs?	GT&C's 10.2.4	10.2.4 The Parties will provide a remittance document with each <i>paper</i> invoice identifying:	10.2.4 The Parties will provide a remittance document with each invoice identifying:	A remittance document is only necessary when the Billing Party renders a paper invoice (i.e., as contrasted with an electronic invoice).	
55.	(2) When should "Late Payment Charges" be assessed?	GT&C's Sections 2.67, 10.3.1, 10.5, 10.10	2.67 "Late Payment Charge" means the charge that is applied when a Billed Party fails to remit payment for any undisputed charges by the Bill Due Date, or if payment for any portion of the undisputed charges is received from Billed Party after the Bill Due Date, or if payment for any portion of the undisputed charges is received in funds which are not immediately	2.67 "Late Payment Charge" means the charge that is applied when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the undisputed charges is received from Billed Party after the Bill Due Date, or if payment for any portion of the undisputed charges is received in funds which are not immediately	Sprint's language recognizes that since a remittance document does not get submitted with an electronic invoice, there is not a "remittance information" document submitted with an electronic payment. AT&T's language is inconsistent with the Party's current electronic invoice/payment process, and could result in AT&T arguing that any given	

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			<p>available or received by Billing Party as of the Bill Due Date.</p> <p>10.3.1 If any <b>undisputed</b> portion of the payment is not received by the Billing Party on or before the Bill Due Date as set forth above, or if any <b>undisputed</b> portion of the payment is received by Billing Party in funds that are not immediately available to the Billing Party, then a Late Payment Charge and/or interest charge shall be due to the Billing Party. The Late Payment Charge and/or interest charge shall apply to the <b>undisputed</b> portion of the payment not received and shall be at the rate as set forth in the AT&amp;T ILLINOIS intrastate access services tariff, or, if no Late Payment Charge is provided for in the AT&amp;T ILLINOIS intrastate tariff, then, the Billed Party will pay interest on any undisputed amounts not paid when due, from the date such amounts were due, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to</p>	<p>available or received by Billing Party as of the Bill Due Date, <u>or if the Billed Party does not submit the Remittance Information.</u></p> <p>10.3.1 If any portion of the payment is not received by the Billing Party on or before the Bill Due Date as set forth above, or if any portion of the payment is received by Billing Party in funds that are not immediately available to the Billing Party, then a Late Payment Charge and/or interest charge shall be due to the Billing Party. The Late Payment Charge and/or interest charge shall apply to the portion of the payment not received and shall be at the rate as set forth in the AT&amp;T ILLINOIS intrastate access services tariff, or, if no Late Payment Charge is provided for in the AT&amp;T ILLINOIS intrastate tariff, then, the Billed Party will pay interest on any undisputed amounts not paid when due, from the date such amounts were due, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually</p>	<p>payment is “late” simply because AT&amp;T did not receive a “remittance information” document.</p>	

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			<p>and including the date that payment is actually made. In addition to any applicable Late Payment Charge and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.</p> <p>10.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by Billing Party. If the Remittance Information is not received with payment, Billing Party will be unable to apply amounts paid to the Billed Party's accounts. In such event, the Billing Party shall hold such funds until the Remittance Information is received.</p> <p>10.10 <i>Sprint's 10.2.4, 2.67, 10.3.1 and 10.5 all address Late Payment as tied to the Remittance information; AT&amp;T's language is</i></p>	<p>made. In addition to any applicable Late Payment Charge and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.</p> <p>10.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by Billing Party. If the Remittance Information is not received with payment, Billing Party will be unable to apply amounts paid to the Billed Party's accounts. In such event, the Billing Party shall hold such funds until the Remittance Information is received. <b><u>If AT&amp;T ILLINOIS does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.</u></b></p> <p>10.10 <b><u>Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.3 above.</u></b></p>		

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			<b><i>overreaching.</i></b>			
56.	(3) Should six months or twelve months be the permitted back-billing period?	GT&Cs Sections 11.9, 11.9.1.1, 11.9.1.2	<p>11.9 Limitation on Back-billing.</p> <p>11.9.1.1 Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled <b>or</b> under-billed, but only when such charges appeared or should have appeared on a bill dated within the <b>six (6)</b> months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the <b>six (6)</b> month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the <b>six (6)</b> month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.</p>	<p>11.9 Limitation on Back-billing <b><u>and Credit Claims; Exceptions to Limitation for Certain Situations.</u></b></p> <p>11.9.1.1 Back-bill for <b><u>or Claim credit for</u></b> any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed <b>or over-billed</b>, but only when such charges appeared or should have appeared on a bill dated within the <b>twelve (12)</b> months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing <b><u>or the Billed Party provided written notice to the Billing Party of the claimed credit amount.</u></b> The Parties agree that the <b>twelve (12)</b> month limitation on back-billing <b><u>and credit Claims</u></b> set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the <b>twelve (12)</b> month period for any back-billing <b><u>or credit Claims</u></b> may only</p>	<p>Six months is the appropriate period for back-billing. Unlike a dispute situation that may require an extended time period to detect/investigate billing errors, the Billing Party has complete control over when a bill is rendered. Six months serves to reduce disputes that would otherwise arise from “stale” billings more than six months after service is rendered.</p> <p>Back-bills and credits are not analogous. A Party should be allowed a longer time to seek “credits” for over-billed amounts.</p>	



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				include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. <u>Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases, (hereinafter a “true-up”) the time period for billing shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) eighteen (18) months from the date of the final order allowing or approving such charge (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge</u>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			11.9.1.2 Back-billing as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.	11.9.1.2 Back-billing <b><u>and credit claims, and true-ups</u></b> as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.		
VI.D. Disconnection for Non-Payment						
57.	(1) Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should govern such disconnection?	GT&C's Sections 10.14, 11.1, 11.2, 11.3.2, 11.3.3, 11.3.4, AT&T Sections 11.5 through 11.8.3	<p>10.14 <b><i>Sprint's Section 11.1 and 11.2 language addresses disconnection; AT&amp;T's language is overbroad.</i></b></p> <p>11.1 Failure to <b><i>make payment as required by Section 10.8 will</i></b> be grounds for disconnection of Interconnection products and/or services furnished under this Agreement <b><i>for which payment was required.</i></b> If a Party fails to <b><i>make such payment</i></b>, the Billing Party may send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges, excluding Disputed Amounts, to the Billing Party within <b><i>forty-five (45)</i></b> calendar days of the Discontinuance Notice.</p>	<p>10.14 <b><u>Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.12 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.</u></b></p> <p>11.1 Failure to <b><u>pay charges shall</u></b> be grounds for disconnection of Interconnection products and/or services furnished under this Agreement. If a Party fails to <b><u>pay any Unpaid Charges billed to it under this Agreement, including but not limited to any Late Payment Charges excluding Disputed Amounts, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date,</u></b> the Billing Party may send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid</p>	Disconnection of service is so customer-impacting that it should not be sanctioned in the absence of Commission order and, even then, it should be limited to the services for which any unpaid, undisputed payment was required but not paid.	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			<p>11.2 <i>Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</i></p> <p>11.3.2 pay all undisputed Unpaid Charges to the Billing Party.</p> <p>11.3.3 through 11.3.4, and 11.5 through 11.8.3 <i>Sprint's Section 11.1 and 11.2 language addresses disconnection, and Issue 53 addresses escrow; AT&amp;T's language is overreaching.</i></p>	<p>Charges, excluding Disputed Amounts, to the Billing Party within <u>fifteen (15)</u> calendar days of the Discontinuance Notice.</p> <p>11.2 <u>AT&amp;T ILLINOIS will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.</u></p> <p>11.3.2 pay all undisputed Unpaid Charges to the Billing Party; <u>and</u></p> <p>11.3.3 <u>pay all Disputed Amounts into an interest bearing escrow account that complies with the requirements set forth in Section 10.9 above; and</u></p> <p>11.3.4 <u>furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.9 above and deposited a sum equal to the Disputed Amounts into that account. Until evidence that the full amount of the Disputed Charges has been deposited into an escrow account that complies with Section</u></p>		

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				<p><u>10.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 12.0 below.</u></p> <p>11.5 <u>If the Non-Paying Party fails to:</u></p> <p>11.5.1 <u>pay any undisputed Unpaid Charges in response to the Billing Party’s Discontinuance Notice as described in Section 11.2 above.</u></p> <p>11.5.2 <u>deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.9 above within the time specified in Section 11.2 above.</u></p> <p>11.5.3 <u>timely furnish any assurance of payment requested in accordance with Section 9.0 above; or</u></p> <p>11.5.4 <u>make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have</u></p>		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
				<p><u>under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in the above Sections 11.5.1, 11.5.2, 11.5.3 and 11.5.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:</u></p> <p>11.5.4.1 <u>suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;</u></p> <p>11.5.4.2 <u>and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.</u></p> <p>11.6 <u>Where required, a copy of the demand provided to Sprint under Section 11.5 will also be provided to the Commission at the same time.</u></p> <p>11.7 <u>Notwithstanding anything to the contrary in this Agreement, the</u></p>		

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				<p><u>Billing Party's exercise of any of its options under Section 11.5 above, and Sections 11.5.4.1 above and 11.5.4.2 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and</u></p> <p>11.8 <u>For AT&amp;T ILLINOIS , if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:</u></p> <p>11.8.1 <u>cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and</u></p> <p>11.8.2 <u>disconnect any interconnection products and/or services furnished under this Agreement.</u></p> <p>11.8.3 <u>Discontinue providing any</u></p>		

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				<u><b>Interconnection products and/or services furnished under this Agreement.</b></u>		
58.	(2) Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be forty-five (45) or fifteen (15) days?	GT&C's Sections 2.40, 11.3	<p>2.40 "Discontinuance Notice" means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all <b>undisputed</b> Unpaid Charges to the Billing Party within <b>forty-five (45)</b> calendar days following receipt of the Billing Party's notice of <b>undisputed</b> Unpaid Charges.</p> <p>11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than <b>forty-five (45)</b> calendar days following receipt of the Billing Party's discontinuance notice:</p>	<p>2.40 "Discontinuance Notice" means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within <b>fifteen (15)</b> calendar days following receipt of the Billing Party's notice of Unpaid Charges.</p> <p>11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than <b>fifteen (15)</b> calendar days following receipt of the Billing Party's discontinuance notice:</p>	Discontinuance of service is a drastic remedy. It is not unreasonable to provide forty-five (45) days' notice to avoid potential disruption or disconnection to ensure the Parties are in agreement over the facts that the noticing Party contends exist to give rise to such notice.	

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VI.E. Billing Disputes						
59.	(1) What is the appropriate definition of a "Billing Dispute"?	GTCs Section 2.15, 8.3.1.3, 12.3.1.2, 12.4.1 12.4.1.3, 12.4.3, 12.4.4, 12.5.1	<p>2.15 <b><i>Billing Dispute</i></b>" means a <b><i>dispute of a specific amount of money billed by the Billing Party.</i></b></p> <p>8.3.1.3 For the purpose of a termination under this section 8.3.1, a <b>Billing Dispute</b> shall not be considered a material breach of the Agreement.</p> <p>12.3.1.2 Billing <b>Dispute</b> resolution.</p> <p>12.4.1 The following dispute resolution procedures will apply with respect to any <b>Billing Dispute</b> arising out of or relating to the Agreement....</p> <p>12.4.1.3 In order to resolve a <b>Billing Dispute</b>, the Disputing Party shall furnish the other Party written notice of:</p> <p>12.4.3 The Parties shall attempt to resolve <b>Billing Disputes</b> within sixty (60) days of the Billing Party's receipt of notice of the <b>Billing Dispute</b>.</p> <p>12.4.4 If the Parties are not able to resolve a <b>Billing Dispute</b> at the service center level within 60 days, either Party may inform the other Party by</p>	<p>8.3.1.3 For the purpose of a termination under this section 8.3.1, a <b>billing dispute</b> shall not be considered a material breach of the Agreement.</p> <p>12.3.1.2 Billing <b>dispute</b> resolution.</p> <p>12.4.1 The following dispute resolution procedures will apply with respect to any <b>billing dispute</b> arising out of or relating to the Agreement....</p> <p>12.4.1.3 In order to resolve a <b>billing dispute</b>, the Disputing Party shall furnish the other Party written notice of</p> <p>12.4.3 The Parties shall attempt to resolve <b>Disputed Amounts appearing on invoices</b> within sixty (60) days of the Billing Party's receipt of notice of the <b>Disputed Amounts</b>.</p> <p>12.4.4 If the Parties are not able to resolve a <b>billing dispute</b> at the service center level within 60 days, either Party may inform the other Party by</p>	The term is repeatedly used and, therefore, Sprint believes it is appropriate to define "Billing Dispute"	



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			<p>letter that it is invoking the informal dispute resolution provisions of this Agreement.</p> <p>12.5.1 If the Parties are unable to resolve a dispute after the Dispute Notice has been provided by the other Party pursuant to Section 12.3 above or for <b>Billing Disputes</b> Section 12.4.4 above....</p>	<p>letter that it is invoking the informal dispute resolution provisions of this Agreement.</p> <p>12.5.1 If the Parties are unable to resolve a dispute after the Dispute Notice has been provided by the other Party pursuant to Section 12.3 above or for <u>b</u>illing <u>d</u>isputes Section 12.4.4 above....</p>		
60.	(2) Can a Party require that its form be used for a billing dispute to be valid?	GT&Cs Sections 10.8, 12.4.1	<p>10.8 If Unpaid Charges are subject to a <b>Billing Dispute</b> between the Parties, the Billed Party must, by the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4 below.</p> <p>12.4.1 The following dispute resolution procedures will apply with respect to any <b>Billing Dispute</b> arising out of or relating to the Agreement. The written notice sent to the Billing Party for Disputed Amounts will, <b><i>in the Billed Party's sole discretion</i></b>, be</p>	<p>10.8 If Unpaid Charges are subject to a <u>b</u>illing <u>d</u>ispute between the Parties, the Billed Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4 below. <b><u>The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party....</u></b></p> <p>12.4.1 The following dispute resolution procedures will apply with respect to any <u>b</u>illing <u>d</u>ispute arising out of or relating to the Agreement. The written notice sent to the Billing Party for Disputed Amounts will be submitted through the Billing Party's</p>	No. One Party should not be able to dictate the dispute form used by the other Party. Sprint validates billing with many different carriers across the country and it is unreasonable for AT&T to seek to impose its requirements upon Sprint. Sprint agrees to provide "specific details and reasons" for a dispute, but objects to the validity of its dispute being conditioned on using AT&T's "form".	

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			submitted through <i><b>either (a)</b></i> the Billed Party's <i><b>processes to submit disputes, or (b) the Billing Party's billing claims dispute form.</b></i>	<u>B</u> illing <u>C</u> laims <u>D</u> ispute <u>F</u> orm.		
VI.F. Dispute Resolution						
61.	(1) Should the Agreement require that Claims or Billing Disputes other than back-billing as addressed in 11.9, be asserted within twelve (12) or twenty-four (24) months of the date of the dispute?	GT&Cs Sections 12.1.2	12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the <i><b>twenty-four (24)</b></i> months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.	12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the <u><b>twelve (12)</b></u> months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.	No. Claims based upon billing errors may not be detectable in twelve (12) months. The parties agree in GTC Part A 12.1.1 to a 24-month limit as to any ICA dispute, which is likely shorter than a statutory limitations period. There is no legal basis to mandate a further time restriction for billing disputes.	

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VII.	MISCELLANEOUS ISSUES					
VII.A	Ancillary Services Issues					
62.	(1) What, if any, terms and conditions for Ancillary Services should be included in the Agreement?	GTC's Section 2.6  Attachment 2 Sections 3.10.1, 3.10.2, 3.10.3 and 4.3.5	<p>2.6 "Ancillary Services" means <b><i>optional</i></b> supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services). <b><i>Enhanced 911 ("E911") is not an Ancillary Service.</i></b></p> <p>Attachment 2 3.10.1 When delivering Ancillary Services traffic to AT&amp;T ILLINOIS <b><i>as an abbreviated dialing code</i></b>, Sprint shall provide Facilities and connections in each LATA dedicated solely for <b><i>such</i></b> Ancillary Services traffic.</p> <p>3.10.2 <b><i>The provision of 911 and/or E911 Services is addressed in Attachment 05 911/E911.</i></b></p>	<p>2.6 "Ancillary Services" means supplementary services such as directory assistance, N11, <b><u>(including any 911 service offering)</u></b>, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) <b><u>and Switched Access Services.</u></b></p> <p>Attachment 2 3.10.1 When delivering Ancillary Services traffic to AT&amp;T ILLINOIS, Sprint shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. <b><u>Ancillary Service traffic requires a dedicated Facility. The connection used must be an Ancillary Services Connection.</u></b></p> <p>3.10.2 <b><u>For the provision of 911 and/or E911 Services, Sprint may provide its own Facilities or purchase Facilities from a Third Party to connect its network with AT&amp;T ILLINOIS's E911 Selective Router. Alternatively, Sprint may purchase appropriate Facilities from AT&amp;T ILLINOIS's applicable</u></b></p>	<p>Sprint does not consider 911 service to be optional or supplementary, and it should be provided in accordance with the separate 911 Attachment to the Agreement.</p> <p>Likewise, if AT&amp;T is Sprint's designated access tandem provider in the LERG, inbound "Switched Access Services" provided to IXC's are Exchange Access Services contemplated under Section 251 and, therefore, is not "Ancillary".</p>	

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			<p>3.10.3 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i></p> <p>4.3.5 <i>Sprint proposes no language, and AT&amp;T's language is unnecessary.</i></p>	<p><u>tariffs.</u></p> <p>3.10.3 <u>This Section 3.10 applies only in states where Type 2-C interfaces are available from AT&amp;T ILLINOIS. As a further alternative in such states, Sprint also may purchase Facilities employing a Type 2-C interface from AT&amp;T ILLINOIS, at rates found in the applicable AT&amp;T ILLINOIS tariff.</u></p> <p>4.3.5 <u>AT&amp;T ILLINOIS provided Type 1 interfaces will be as described above. Any non-Trunk Side Message Treatment ("TSMT") form of Type 1 interface will be eliminated within ninety (90) days of the Effective Date of this Agreement.</u></p>		
VII.B. Tandem Serving Area Definition						
63.	(1) What is the appropriate definition of "Tandem Serving Area"	<b>ISSUE RESOLVED</b>				

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VII.C. Corporate Name and Code Changes						
64.	(1) Should language governing changes to corporate name and/or d/b/a be included in the Agreement?	GT&C's Sections 7.3, 7.3.1, 7.3.2	7.3 through 7.3.2 <b><i>Sprint proposes no language; AT&amp;T language is overreaching and unnecessary.</i></b>	<p><b><u>7.3 Corporate Name Change and/or change in “d/b/a” only:</u></b></p> <p><b><u>7.3.1 Any change in Carrier’s corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the Carrier name is changing, and which does not include a change to Carrier’s OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.</u></b></p> <p><b><u>7.3.2 The Parties agree to amend this Agreement to appropriately reflect any Sprint Name Change including a change in d/b/a</u></b></p>	No. It is inappropriate to impose unilateral charges to update AT&T's internal records. If allowed, such costs should be subject to identification when the ICA is transferred / assigned, with any payment negotiated and subject to the ICA's Dispute Resolution provisions.	

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65.	(2) Should language governing company code changes be included in the Agreement?	GT&C's Section 7.4, 7.4.1, 7.4.2	7.4, 7.4.1 and 7.4.2 <b><i>Sprint proposes no language; AT&amp;T language is overreaching and unnecessary.</i></b>	<p><b>7.4 <u>Company Code Change:</u></b></p> <p><b>7.4.1 <u>Any assignment or transfer of this Agreement associated with the transfer or acquisition of “assets” provisioned under this Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “Carrier Company Code Change” under this Section. For the purposes of this Section 7.4, “assets” means any Interconnection function, Facility, product or service provided under this Agreement. Carrier shall provide AT&amp;T ILLINOIS with ninety (90) days advance written notice of any assignment associated with a Carrier Company Code Change and obtain AT&amp;T ILLINOIS’ consent. AT&amp;T ILLINOIS shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&amp;T ILLINOIS’ consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if Carrier has elected to collocate with AT&amp;T ILLINOIS, owed under this Agreement and payment of any outstanding charges</u></b></p>	No. It is inappropriate to impose unilateral charges to update AT&T’s internal needs associated with a company code change. If allowed, such costs should be subject to identification if a company code change occurs, with any payment negotiated and subject to the ICA’s Dispute Resolution provisions.	

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				<p><u>associated with the “assets” subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment to AT&amp;T ILLINOIS, if requested under the terms of this Agreement</u></p> <p><u>7.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&amp;T ILLINOIS changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate charges to AT&amp;T ILLINOIS for each service order submitted to accomplish a Sprint Company Code Change; such charges are contained in the applicable AT&amp;T ILLINOIS tariffs. In addition, Carrier shall pay any and all charges to AT&amp;T ILLINOIS required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&amp;T ILLINOIS</u></p>		
VII.D Intervening Law						
66.	(1) When is it appropriate to reserve the rights with respect to	ISSUE RESOLVED				

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	Connect America Fund Order?					
VII.E Operating Support Systems ("OSS") Issues						
67.	(1) When are the Parties required to use electronic order processing?	Attachment 4 Sections 3.1	3.1 The Parties agree that electronic order processing is more efficient than manual order processing. <b><i>At the Effective Date of this Agreement Sprint is using a Service Bureau Provider and uses electronic order processing.</i></b> AT&T ILLINOIS shall not be required to accept and process manual orders, except when <b><i>an</i></b> electronic interface <b><i>(1) has not been directly established between the Parties or (2) is otherwise</i></b> unavailable for a substantial period of time.	3.1 The Parties agree that electronic order processing is more efficient than manual order processing <u><b>During implementation of this Wireless Interconnection Agreement Sprint will migrate to electronic processing within six (6) months from the Effective Date of this Agreement. Electronic processing is available via AT&amp;T ILLINOIS' application-to-application interface or via AT&amp;T ILLINOIS' Graphical User Interface (GUI). After the six-month (6) transition period, Sprint will no longer submit LNP orders manually and</b></u> AT&T ILLINOIS shall not be required to accept and process manual orders, except when <u><b>the</b></u> electronic interface is unavailable for a substantial period of time.	While Sprint is, and certainly expects to continue to be, interested in establishing and maintaining electronic order process efficiencies, it is not appropriate for an ILEC to mandate the use of electronic order processing as a condition to accepting and processing orders.	
68.	(2) Should Sprint be required to indemnify AT&T for losses caused by the Service Bureau Provider or other Third Parties?	Attachment 4 Sections 3.2.1	3.2.1 Sprint agrees to utilize AT&T ILLINOIS electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for LNP. In addition, Sprint agrees that such use will comply with AT&T ILLINOIS's Data Connection Security Requirements as	3.2.1 Sprint agrees to utilize AT&T ILLINOIS electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for LNP. In addition, Sprint agrees that such use will comply with AT&T ILLINOIS's Data Connection Security Requirements as	While it is reasonable to request Sprint to provide indemnification for the acts of its employees and agents using AT&T's electronic interfaces, it is unreasonable and improper for AT&T to expand Sprint's indemnification obligations to include "any third party".	



**DECISION POINT LIST**  
**Sprint and AT&T ILLINOIS**

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			identified in Section 7 of this Attachment. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, Sprint shall be responsible for and indemnifies AT&T ILLINOIS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T ILLINOIS's OSS from Sprint systems, workstations or terminals or by Sprint's employees, <b><i>or its</i></b> agents gaining access through information and/or Facilities obtained from or utilized by Sprint and shall pay AT&T ILLINOIS for any and all damages caused by such unauthorized entry.	identified in Section 7 of this Attachment. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, Sprint shall be responsible for and indemnifies AT&T ILLINOIS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T ILLINOIS's OSS from Sprint systems, workstations or terminals or by Sprint's employees, agents, <b><u>or any third party</u></b> gaining access through information and/or Facilities obtained from or utilized by Sprint and shall pay AT&T ILLINOIS for any and all damages caused by such unauthorized entry		
VII.F. Collocation Issues						
69	(1) Should Sprint be responsible for damage to Collocation space caused by Third Parties?	Attachment Collocation Sections 3.22.2, 13.1.4	3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T ILLINOIS, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear,	3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T ILLINOIS, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear,	It is unreasonable to expect Sprint to essentially be a guarantor / insurer with respect to any type of damage caused to a collocation space by any "Third Parties" under any circumstances. AT&T will always maintain an ultimate ability to control access to Sprint collocation space and, therefore, depending upon the circumstances, could also be responsible for damages to such	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Language	AT&T Language	Sprint Position	AT&T Position
			<p>damage due to a Force Majeure event, <b><i>or damage caused by Third Parties that are not an agent of the Collocator.</i></b></p> <p>13.1.4 The Collocator shall return the Collocation space to AT&amp;T ILLINOIS in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear, any damage due to a Force Majeure event, <b><i>or damage caused by Third Parties that are not an agent of the Collocator.</i></b></p>	<p>damage due to a Force Majeure event.</p> <p>13.1.4 The Collocator shall return the Collocation space to AT&amp;T ILLINOIS in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear, any damage due to a Force Majeure event..</p>	space. Sprint is not responsible for damage that is not caused by Sprint, or non-agent Third Parties.	
VII.G. Pricing Issues						
70	Which Parties' Pricing Sheets and rates should be adopted?	AT&T Pricing Sheets Sprint Pricing Sheets	<b><i>See Sprint Pricing Sheets</i></b>	<b><u>See AT&amp;T Pricing Sheets</u></b>	Sprint proposes to use its Pricing Sheets and rates as AT&T's Pricing Sheets and rates do not include the appropriate rates, and in some instances AT&T charges Sprint for unnecessary elements.	